

P-9

The Chateaus at RIVERWOOD Estates (Phase II)
PROTECTIVE COVENANTS AND DECLARATION
OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned (hereafter "Developer") is the owner of certain real property located in LaVerkin, Washington County, State of Utah, identified as **The Chateaus at RIVERWOOD Estates** such property being more particularly described in Addendum "A" attached hereto, made a part thereof.

WHEREAS, Developer will cause or has caused such property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW THEREFORE, developer hereby declares that all of the properties described in Addendum "A" shall be held, sold and conveyed or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands: and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors, and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

1. **PURPOSE:** The purpose of these restrictions is to provide for the enhancement and protection of the value, desirability and attractiveness of the properties. These covenants shall be binding on any person or entity acquiring an interest in the subject property and shall inure to the benefit of each party and shall run with the land.
2. **ARCHITECTURE:** The architecture of each home shall be French country estates, French provincial estates or similar style structure built on site with new materials approved by the Architectural Control Committee. The pitch of the roof is to be a minimum of 8/12. Garages are to be attached to the homes, with two car garages being the minimum allowed. A detached garage may be allowed upon approval by the Architectural Control Committee and must be the same architecture and construction materials as the house. The elevation of the home shall be in accordance with the style of the other homes in the subdivision to enhance the ambiance of the subdivision.
3. **ARCHITECTURAL CONTROLS:** Prior to the commencement of construction of any dwelling, garage, storage building, fence, pool, or other improvements on any estate in this subdivision, construction drawings, specifications and location shall be submitted and approved by the Architectural Control Committee as to

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design and quality of materials, harmony of external design with existing (or proposed) structures, and location with respect to topography and finish grade elevation. Approval shall also be obtained from the City of LaVerkin. Approval will be required from the Architectural Control Committee prior to making application for permits and paying impact fees.

4. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall consist of the grantor (developer) until:

- (i) 100% of the Estates have homes built on them; or
- (ii) Until such time the developer wishes to assign powers described herein.

The Architectural Control Committee thence forth shall be appointed by the Board of Directors.

5. **MINIMUM DESIGN STANDARDS:** The estates shall be used only for residential purposes. No building shall be erected nor permitted to remain on any property other than one single-family residence (maximum of 2 stories above ground) and associated structures. All structures shall be constructed in accordance with the prevailing zoning and building ordinances. Minimum square footage of living space in a home is two thousand square feet, eighteen hundred feet minimum must be on the ground floor. Only living space above the basement (excluding garage) is computed to qualify for minimum square footage.
6. **BUILDING LOCATION:** No dwelling shall be located on any estate closer at any point than the set backs as required by LaVerkin City.
7. **IRRIGATION:** Irrigation water piping will be installed to each lot.
8. **ROOFS, ROOFING AND SIDING:** Roofing materials will consist of tile or slate shingles with the approval of the Architectural Control Committee. Masonry veneer and stucco are acceptable for exterior walls. The color of exterior materials must be approved by the Architectural Control Committee. A minimum of 50% of the front of the home must be in brick veneer, rock veneer or other suitable decorative material. A maximum of 25% of the home can be in vinyl siding as approved by the architectural control committee.
9. **LANDSCAPING and FENCING:** Prior to certificate of occupancy, an estate must be landscaped in a satisfactory manner. All unimproved portions of the street side or sides of the estate from the front of the home out to the street or streets must be planted in either grass or ground cover. Landscaping of the rear yard (as approved by the Architectural Control committee) must be completed within two (2) years following the issuance of a certificate of occupancy by the City.

Landscaping shall be maintained compatible with other homes in the subdivision. At least two trees are to be planted in the front of the home (Developer retains the right to plant a row of trees on the lots along 900 North

which shall be maintained by the lot owner). Shrub and tree planting on street corner estates shall be located so as not to create a hazard for movement of vehicles along the streets. No trees or tall shrubs shall be planted on any street corner, in accordance with city code.

Undeveloped estates shall be kept free of all tall vegetation by the owner of said estate. Should excessive growth occur, the owner shall be notified of such condition and shall be given 30 days to correct the same, or the Architectural Control Committee may order such correction effected, the expense of which shall be borne by the owner of the undeveloped property.

Block & brick as approved by Architectural Control Committee shall be the only material allowed in the subdivision for fencing. Block walls shall not exceed three (3) feet in height in the front yard back to the 25 foot set back line and along any streets. Back walls in the side and back yards shall not exceed six feet in height without the approval of the Architectural Control Committee. Walls shall be kept and maintained in a visually pleasing manner and a state of good repair.

10. **IMPROVED SURFACES:** All driveways, walkways, parking areas and other areas of similar nature shall be improved with concrete, asphalt or other material in accordance with approved plans and specifications, prior to certificate of occupancy.
11. **ANTENNA:** In general, an antenna must be located at the rear of the property or home. Radio antennae, or devices for the reception or transmission of radio, microwave, or other similar signals, to include TV antennae, and satellite dish, shall be permitted on any estate, only upon approval by the Architectural Control Committee.
12. **KEEPING ANIMALS:** The keeping of family pets shall be a matter to be controlled by the Home Owners Association and the ordinances of the City of LaVerkin. Estate owners shall not board or keep livestock on the estates. Horses are permitted on the estates during the day providing it does not violate city ordinances nor annoy neighbors.
13. **VEHICLES:** Motor vehicles that are inoperable shall not be permitted to remain upon any street or estate unless approved by the Home Owners Association. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired, or repainted on any estate unless performed within a completely enclosed garage or other structure located on the estate which screens the sight and sound of such activity from the public streets and neighboring estates. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No off the road vehicles such as four wheelers or noisy motorcycles may be ridden in the subdivision or on the estates. The above shall not preclude small tractors or other small agricultural implements. No vehicles may be parked on the sides of any street in the subdivision.

14. **HOME OWNERS ASSOCIATION:**

a. **Membership** Every owner shall be a member of the Association created for phase 1. Membership in the Association shall be mandatory and shall be appurtenant to the estate in which the owner has interest, and shall not be separated from the estate to which it appertains.

b. **Voting Rights** The Association shall have the following described voting membership. All members shall be entitled to one vote for each estate in which an interest for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any estate. The developer will no longer have majority control of the Home Owners Association when:

- (i) 100% of the Estates have homes built on them; or
- (ii) Until such time the developer wishes to assign powers described herein.

The Board of Directors thence forth shall be selected by popular vote by a majority of estate owners.

c. **Board of Directors** A board consisting of at least three members and not more than five members shall be elected. Thereafter the Home Owners Association Officers (President, Secretary and Treasurer) shall be appointed by the Board of Directors.

d. **Non-Liability of Board** In discharging its duties and responsibilities, the Board acts without pay on behalf of and as a representative of the Owners. No member of the Board shall be individually or personally liable for performance or failure of performance of his/her duties or responsibilities unless said member fails to act in good faith.

e. **Personal Obligation and Lien** Declarant, and each estate purchaser acquiring or in any way becoming vested with an interest in an estate, is deemed to covenant and agree to pay to the Association the monthly assessment together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the estate with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such estate at the time the assessment falls due. No Owner may exempt themselves or his/her estate from liability for payment by waiver of his rights, or by abandonment of his estates.

f. **Collection of Funds** Funds collected by the Association shall be used primarily for the purpose of maintenance of the trees, entrance(including sound barrier wall) and common areas. However, a small portion of the funds may be used for other beneficial uses as the Home Owners Association majority may see fit. Home Owners Association costs shall be divided among the estates and allocated accordingly.

g. Accountability The Home Owners Association accounting shall be open to inspection by any home owner upon reasonable notice. All monies must be promptly accounted for and frequent reports shall be sent to estate owners.

15. **STORAGE OF MATERIALS:** No lumber, material or bulk material shall be kept, stored or allowed to accumulate on any estate except building or other materials to be used in connection with any ongoing construction, alteration or improvement approved in accordance with the terms hereof. During construction and for a period of 60 days after completion, an estate may be used for the storage of materials used in the construction of the building or its improvements. The total storage period shall not exceed 8 months.
16. **GARBAGE AND REFUSE DISPOSAL:** No estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. No unsightly materials or other objects are to be stored on any estate in view of the general public or neighboring estate. A garden compost pile is acceptable if properly screened from sight.
17. **SIGNS:** No sign of any kind shall be displayed to the public view on any estate except a sign that has been approved by the Architectural Control Committee. Small real estate for sale signs are permissible.
18. **DAMAGES:** Any damage inflicted on improvements such as curbs, gutters, streets, concrete, etc. in the subdivision must be repaired as soon as possible. If damage occurs the responsible party is required to repair the damage in a timely manner. If the estate owner who is at fault does not act in a responsible manner the Home Owners Association may rectify the problem and charge the estate owner or lien his or her property.
19. **COMMERCIAL ENTERPRISE:** No commercial enterprise of any description shall be conducted on any estate without the express approval of the Home Owners Association. This shall be construed to mean the selling of goods, operating a business of any nature either for profit or charity, except for a home office space incidental to ones employment or business.
20. **NUISANCES:** No noxious or offensive activity shall be carried out on any estate nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No estate shall be used for any illegal purpose.
21. **DURATION:** These Covenants, Conditions, and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of like duration if such extension has been approved by then current Home Owners Association. This Declaration may be terminated after the aforesaid period of time if such decision has been recorded with the Washington County Recorder's office.

22. **CARE AND MAINTENANCE OF EACH ESTATE:** The owner of each estate 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.
23. **STORM WATER:** Drainage from lots 24 through 33 of Phase 2 will need to be handled in the following way:
 - A) All storm water collected from the roofs must drain to the Roadway.
 - B) All storm water, between the roadway and the crest of the slope, not draining to the Roadway must be retained on site.
24. **EXEMPT:** The developer is exempt from all constraints in this Declaration.
25. **ARBITRATION CLAUSE:** Any controversy or claim arising out of or relating to this document or the breach thereof will be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
26. **RIGHTS TO ENFORCE:** The provisions in this Declaration shall be enforceable by the land developer and its assigns, or by the owner or owners of any estate or portion of property in the subdivision, or their legal representatives. In addition, the City of LaVerkin may enforce duly passed and approved ordinances.
27. **SEVERABILITY:** In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.
28. **AMENDMENT:** This Declaration may be amended by a written document signed by the Developer or, after such time the developer wishes to assign powers described herein, by owners of two thirds (2/3) of the estates in the subdivision.
29. **ASSIGNMENT OF POWERS:** Any and all rights and powers of the Developer herein contained may be delegated, transferred, or assigned. Wherever the term "Developer" is used herein, it includes Grantor, and its successors and assigns.
30. **ATTORNEY FEES:** If the Developer or other lot owners must initiate legal action in order to enforce these protective covenants, the Developer or Other Lot Owners are entitled recover their Arbitration cost Attorney's fees and other court costs and fees.
31. **WAIVER:** Failure by any owner or the association or the developer to enforce any restriction, condition, covenant, or agreement herein contained, shall in no

event be deemed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior thereto.

32. **DEVELOPER'S LIMIT OF LIABILITY:** Nothing in these covenants, conditions or restrictions shall in any way be construed or deemed to incur any liability to the developer or other members of the architectural control committee or members of the homeowners association.

33. **DEVELOPMENT AGREEMENT:** A Development Agreement, dated as of the _____ day of _____, 2007, was entered into between City and Declarant (Developer), the original of which has been recorded in the Office of the County Recorder for Washington County, Utah. The Development Agreement binds and obligates Declarant, Lot Owners, Members and Owners, as defined herein, and their successors and assigns, to certain terms and conditions in favor of City with regard to the Property, Properties and Project, as defined herein.

EXHIBIT "A" - LEGAL DESCRIPTION

Beginning at the most Easterly point on the boundary of "THE CHATEAUS AT RIVERWOOD ESTATES PHASE 1" Official Records of Washington County, Utah, said point also being on the Westerly right of way line of Utah State Route 17 and lies North 89°20'51" West, 62.34 feet along the Section line and North 00°39'34" East, 898.39 feet from the Southeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence along said Westerly right of way line South 39°25'10" East, 88.23 feet to the Northerly most corner of "NORTHVIEW COMMERCIAL PARK, AMENDED" of said Official Records; thence coincident with the boundary of said NORTHVIEW COMMERCIAL PARK South 06°27'51" West, 835.17 feet to a point on said Section line; thence along said Section line North 89°20'26" West, 559.82 feet; thence South 00°39'34" West, 333.91 feet to an angle point in the boundary of "VINTAGE PARK MESA SUBDIVISION" of said Official records; thence coincident with the boundary of said VINTAGE PARK MESA in the following Four (4) courses: North 20°25'37" West, 76.76 feet; thence North 37°21'55" West, 138.91 feet; thence North 66°32'10" West, 222.17 feet; thence North 44°27'06" West, 94.59 feet to a point on said Section line; thence leaving said Section line North 42°14'06" West, 121.50 feet; thence North 05°40'30" East, 532.58 feet; thence North 52°58'23" West, 40.85 feet; thence North 36°53'38" East, 148.94 feet to a point on the boundary line of said RIVERWOOD ESTATES, PHASE 1, said point being on the arc of a 375.00 foot radius curve concave Northeasterly, the radius point of which bears North 24°18'31" East; thence coincident with the boundary line of said RIVERWOOD ESTATES, PHASE 1 in the following Eight (8) courses: Southeasterly 7.06 feet along the arc of said curve through a central angle of 01°04'43" to the point of reverse curvature of a 177.47 foot radius curve concave Southwesterly; thence Southeasterly 190.43 feet along the arc of said curve through a central angle of 61°28'45" to the point of tangency; thence South 05°17'26" East, 144.63 feet; thence North 84°01'04" East, 50.00 feet; thence North 82°07'21" East, 168.91 feet; thence South 57°10'33" East, 177.53 feet; thence North 38°19'58" East, 325.78 feet; thence North 48°35'48" East, 346.86 feet to a point on said Westerly right of way line and the point of beginning.

~~REDACTED~~ "THE CHATEAUS AT RIVERWOOD PHASE 2"

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