

LV-CRE-2

Recorded at the Request of:  
Five Star Development, Inc.

Record Against the Property  
Described in Exhibit A.

After Recording Mail To:  
Bruce C. Jenkins  
902 North 1400 West, Suite B  
St. George, Utah 84770

**DOC # 20080029892**  
Amended Restrictive Covenants Page 1 of 5  
Russell Shirts Washington County Recorder  
07/25/2008 04:50:48 PM Fee \$ 18.00  
By FIVE STAR



**FIRST AMENDMENT OF CHATEAUS AT RIVERWOOD ESTATES (PHASE II)  
PROTECTIVE COVENANTS AND DECLARATION OF BUILDING  
AND USE RESTRICTIONS**

This Amendment to the Chatcau at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions (the "Protective Covenants") is hereby made by Five Star Development, Inc. as the Developer pursuant to Section 28 of the Protective Covenants.

WHEREAS, the Protective Covenants were recorded in the records of the Washington County Recorder on January 18, 2008 as Document No. 20080002220;

WHEREAS, the Developer pursuant to Section 28 of the Protective Covenants maintains the unilateral right to amend the protective covenants until the Developer has assigned rights such powers to the association of homeowners as provided for in the Protective Covenants;

WHEREAS, the Developer has not yet assigned Developer's rights to amend the Protective Covenants to the Association;

WHEREAS, the City of LaVerkin, in an amendment to that certain Development Agreement governing the Chateaus at Riverwood Estates Phase II has agreed that reducing the minium square footage of residential units on Lots 24-45 provides for a buffer zone of smaller single family dwellings between the multi-family dwellings adjacent to the Chateaus at Riverwood Estates Phase II and the larger residential dwellings constructed in the Chateaus at Riverwood Estates Phase I;

WHEREAS, the Developer has determined that it is now appropriate to establish the association of homeowners for the Chateaus at Riverwood Estates Phase II (this action, however,

does not constitute an assignment of the Developer's rights to the Association) and clarify the association's maintenance obligations; and

WHEREAS, even though the Protective Covenants do not require the consent to this Amendment by the lot owners of the Chateaus at Riverwoods Phase II, such consent is given by the lot owners below.

NOW THEREFORE, the Developer hereby amends Sections 2, 5, 14(a) and 14(f) (all amendments are in bold type):

## SECTION 2

Section 2 of the Protective Covenants presently provides as follows:

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 ambience of the subdivision.

**Section 2 is hereby amended and entirely replaced by the following:**

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 for lots 24 through 45 is to be a minimum of 6/12. The pitch of the roof for lots 46 through 53 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 other homes in the subdivision to enhance the ambience of the subdivision.**

#### SECTION 5

Section 5 of the Protective Covenants presently provides as follows:

5. **MINIUM 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 minium must be on the ground floor. Only living space above the basement (excluding garage) is computed to qualify for minium square footage.

**Section 5 is hereby amended and entirely replaced by the following:**

5. **MINIUM 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. Minium square footage of living space in a home for lots 24 through 45 is one thousand three hundred fifty square feet on the ground floor. Minium square footage of living space in a home for lots 46 through 53 is two thousand square feet, eighteen hundred feet minium must be on ground floor. Only living space above the basement (excluding garage) is computed to qualify for minimum square footage.

#### SECTION 14(a)

Section 14(a) of the Protective Covenants presently provides as follows:

a. **Membership** Every owner shall be a member of the Association created for Phase I. 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.

**Section 14(a) is hereby amended and entirely replaced by the following:**

a. **Membership** Every owner shall be a member of the Association created for Phase II. 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.**

**SECTION 14(f)**

Section 14(f) of the Protective Covenants presently provides as follows:


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 amount the estates and allocated accordingly.

**Section 14(f) is hereby amended and entirely replaced by the following:**

**f. Collection of Funds Funds collected by the Association shall be used primarily for the maintenance of trees and entryways, gate on any common area, if any, and maintenance and repair of the sound barrier wall located in the road right-of-way adjacent to lots in the Chateau Riverwood Estates Phase II subdivision.**

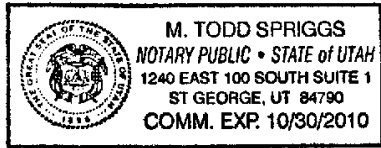
IN WITNESS WHEREOF, the undersigned has hereunto executed this document as of the  
19 day of June, 2008.

FIVE STAR DEVELOPMENT, INC.

  
By: \_\_\_\_\_  
Its: President

STATE OF UTAH, )  
 :SS.  
County of Washington. )

On this 19 day of June, 2008, personally appeared before me Robert W. Porter, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of Five Star Development, Inc., a Utah corporation, and that he/she executed the foregoing Amendment of Chateaus at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



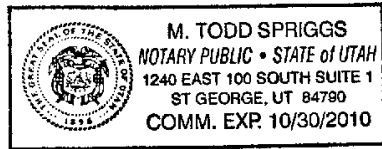
[Signature]  
Notary Public

Lot Owner Consent; Lot # 24.

By: [Signature]  
Prisciliano Yturriaga

STATE OF UTAH )  
 : SS  
County of Washington )

On this 19 day of June, 2008 personally appeared before me Prisciliano Yturriaga, the signer of the foregoing document, who acknowledged to me that he/she executed this documents.



[Signature]  
Notary Public