



When Recorded Return to:  
Jay Page  
PO Box 170  
Riverton UT. 84065-0170

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF IVY PLACE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

Whereas, the undersigned (hereafter "Developer") is the owner of certain real property located in Ivins City, Washington County, State of Utah, identified as Ivy Place Subdivision, such property being more particularly described in Exhibit A attached hereto and made a part hereof (hereafter "Property"); and

Whereas, Developer has subdivided the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration").

DECLARATION

NOW THEREFORE, Developer hereby declares that all of the Property described in Exhibit A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein 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 such deed or conveyance subject to this Declaration.

1. Land Use and Building Type: None of the Property or lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and will not exceed twenty-five feet (25') in height as measured from the street frontage view. Every dwelling shall have, as a minimum, a two-car garage. Every dwelling shall comply with the setback requirements of Ivins City if not further restricted herein. All residences shall have a concrete paved driveway connecting the parking with a street in such a way as to allow safe ingress and egress. All construction shall be of new materials, except that used brick or stone

may be used with the prior written approval of the Architectural Control Committee (herein "Committee").

2. Care and Maintenance of Lot: 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.

3. Nuisances: No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This should include but not be limited to any activity which might interfere with the reasonable enjoyment by other lot owners of their respective lots. No lot shall be used for any illegal purpose.

4. Prohibited Structures: No basement home, mobile home, or pre-manufactured home shall be placed, located or constructed on any lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No lumber, material or building materials shall be kept, stored or allowed to accumulate on any lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.

5. Signs: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot for identification (numbering) purposes. One sign of not more than six (6) square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction.

6. Animals, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not exceeding two (2) of each, may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise or odors that, in the opinion of the Committee constitutes a nuisance.

7. Garbage and Refuse Disposal: No lot or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except insanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners.

8. Landscaping: Landscaping of the front yard of lots must be completed prior to occupancy. Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in grass, turf, other ground cover, or rock, all as acceptable to the Committee. Unless waived in writing by the Committee based upon special circumstances, front yard landscaping shall be planted with a minimum of fifteen percent (15%) and a maximum of Fifty Percent (50%) of grass, turf or otherwise vegetated by ground cover. Landscaping shall be maintained at a reasonable standard compatible with other homes

in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said lots. Should excessive growth occur on any lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the lot or lots.

Lots shall conform to the water conservancy easement that is attached hereto as Exhibit B. Any activity on lots which would increase the total area of landscaping requiring irrigation on the lot to more than five thousand (5,000) square feet is prohibited. Any lot owner who violates this use restriction shall be responsible for any and all costs, including attorney's fees, incurred by the Developer or Committee.

9. Paving: All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with Committee approved plans and specifications within sixty (60) days of completion of buildings or other improvements erected upon the subject lot. Any RV or other parking pad proposed to be constructed to the side of a home or garage must first be approved by the Committee in writing.

10. Storage of Materials: During construction of buildings or improvements on a lot and for a period of sixty (60) days after completion thereof, a lot may be used for the storage of materials used in the construction of the building or improvement. Thereafter, all building materials shall be removed or stored inside such dwelling.

11. Fences, Walls, Hedges and Shrubs: Fences, walls, hedges and shrubs may be erected, planted, or maintained in rear yards and side yards not extending beyond the frontline of the dwelling to a height not exceeding six (6) feet, unless otherwise approved by the Committee in writing. Fences, walls, hedges and shrubs may be erected, planted or maintained on remaining side yards and property lines to a height not to exceed four (4) feet. No fence, wall, hedge, shrub or other structure shall be placed or maintained along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a potential hazard or aesthetically offensive appearance. Fences and walls must be either earth tone colored concrete, block, brick, stone or stucco and approved by the Committee. No wood, chain link, PVC or white-rail fences will be allowed. All retaining walls shall be constructed of rock, masonry block or concrete retaining wall blocks. All fences and walls shall be designed, constructed and maintained in strict accordance with the provisions of the Ivins City Code and the requirements of the Committee.

12. Sight Distance at Intersections: No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or Permitted to remain on any corner lot within a triangle formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is

maintained at sufficient height to prevent obstruction of such sightlines.

13. Vehicles: Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot or road areas adjacent thereto for a period of more than seventy-two (72) hours. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other permitted structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No boats, trailers, buses, motor homes, campers, recreational vehicles or other such vehicles shall be parked or stored upon any lot except within an enclosed garage or on a cement pad behind the required front lot line setback area and screened from the street view with materials compatible with materials used in the construction of the house. Any parking of vehicles, boats or other equipment must be in compliance with all ordinances of Ivins City.

14. Commercial Activities Prohibited: Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However, this restriction shall not prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence there from. No oil or mining operations, drilling, quarrying, or other similar operation and/or activity of any kind shall be permitted on any lot, whether said operation is commercial or otherwise.

15. Slope and Drainage Control: No structure, planting or material shall be placed or permitted to remain and no activities shall be 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. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other lot. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot. 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.

16. Re-subdivision or Combining of Lots: No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of lots.

17. Damages: Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or owner of any lot and/or their agents or

builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or owner.

18. Architectural Control Committee:

A. Creation. The Developer shall appoint an Architectural Control Committee (herein referred to as "the Committee") consisting of three (3) persons, one of whom shall be knowledgeable in the area of residential development. With the execution of this Declaration the Developer appoints Garret Bangerter, Jay Page and Brandon Bangerter as the Architectural Control Committee. The Developer shall have the power to remove members of the Committee and fill vacancies on the Committee until the earliest of the following: (a) the Developer relinquishes this power in writing; (b) ninety percent (90%) of the lots on the Property have been sold; or (c) residential structures have been constructed on seventy-five percent (75%) of the lots in all phases of Ivy Place and such structures are legally occupied. When the Developer ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Ivy Place shall, within sixty (60) calendar days, elect new members of the Committee. Each lot owner shall have one vote for each lot owned. The initial Committee members elected by the lot owners shall be elected for terms of three years. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly, or more or less often, on a regular basis as determined by the Committee. Written minutes shall be kept of Committee meetings and such minutes shall be open to lot owners for inspection at reasonable times upon request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be such as usually appertain to such offices.

B. Approval of Plans. No construction, remodeling, addition or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot may occur without the written consent of a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee, are attached as Exhibit C. Prior to termination of the right of the Developer to appoint and remove Committee members as set forth in paragraph 18, any rule or regulation may be amended, adopted or repealed by the Developer. After termination of the right of the Developer to appoint and remove Committee members as set forth in paragraph 18, any rule or regulation may be amended, adopted or repealed by majority vote of the property owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter. Applications for approval shall be passed upon by the Committee within thirty (30) days of submission. In the event the Committee has not acted upon an application within such thirty (30) day period, the application will be deemed to be approved.

C. Immunity from Liability. The 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 Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property and any violation of this Declaration or of any law or regulation are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The Committee's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

D. Injunctive Relief. Purchasers or lot owners within Ivy Place acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other owners and purchasers within Ivy Place. Based thereon, any violation of this paragraph 18 by any person shall entitle the Committee, the Developer, or purchaser or owner of any lot within any phase of Ivy Place to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot within Ivy Place, such purchaser or lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot within Ivy Place agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Developer, or any purchaser or lot owner within Ivy Place may have hereunder or pursuant to law.

E. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications of drawing for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee. Shall not be deemed to constitute a waiver of any right to withhold approval for consent as to any similar proposals, plans and specification, drawings or matter whatever, subsequently or additionally submitted for approval or consent.

19. Preservation of Views: In planning, constructing, installing and maintaining any structure, improvement or landscaping on any lot, the owner thereof shall take reasonable measures in an effort to not unduly restrict the views of surrounding lots and properties. No solar panel shall be installed or mounted on the street side of any roof. No antennae or satellite receivers shall be installed or mounted on the street side of any roof. Any antennae that are higher than the dwelling shall require approval of the Committee.

20. Developer Immunity: By purchasing property within the subdivision, the lot purchaser or owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the developer or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property. A waiver and release agreement in the form set forth on Exhibit D and incorporated herein by reference shall be executed by all purchasers at the time any lot is first sold to any purchaser and shall be

recorded as part of the closing of such sale. However, the assumption of liability and waiver and release set forth in this paragraph shall be effective against any and all purchasers or lot owners of any lot within the subdivision whether or not the waiver and release shown on Exhibit D is signed and recorded.

21. Severability: In the event that any provision, restriction, covenant or condition contained herein 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.

22. Duration: This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds (2/3) of the lots, has been recorded agreeing to amend or terminate such Declaration.

23. Amendment: After the occurrence of one of the events set forth in paragraph 18 which terminates the Developer's right to appoint and remove members of the Committee, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the lots in the subdivision. Until such time as one of the events set forth in paragraph 18 occurs which terminates the Developer's right to appoint and remove members of the Committee, the Developer is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Developer.

24. Developer Exemption: The Developer and all activities carried on by the Developer in connection with the subdivision, development, sale, or related activity, with regard to the Property or any lot is exempt and free from all restrictions and constraints in this Declaration.

25. Additional Property: Additional property may be subjected to these covenants, conditions and restrictions in the discretion of the Developer. The Developer may do so by indicating its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, recording a document subjecting such additional property to these covenants, conditions and restrictions or, recording an additional set of covenants, conditions and restrictions. Thereafter, such additional property shall be considered as part of the Property in all respects.

26. Violation as Nuisance: Every act or omission whereby any restriction, covenant or condition in this Declaration 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 or any owner or owners from time to time of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

27. Enforcement: Each and all of the restrictions, covenants and conditions contained in this Declaration is for the benefit of the Developer and the owner or owners from time to time

of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The 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 non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or inequity by the Developer or the owner or owners from time to time of any lot or portion of the Property; 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 such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Developer or any owner or owners of any lot or portion of the Property, or the respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

28. Assignment: All rights of the Developer under this Declaration shall be assignable to one or more assignees in the Developer's sole discretion.

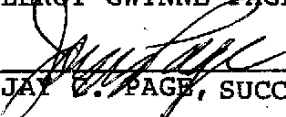
29. Lot/Home Owner Responsibility: It is the responsibility of the lot/home owner to provide a copy of this Declaration to future buyers of lots or homes upon resale.

30. Attorney Fees and Costs: In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand this 23 day of June 2014

THE WALTER GWYNNE PAGE TRUST AGREEMENT AND DECLARATION OF TRUST  
 DATED SEPTEMBER 26, 2002 AKA THE WALTER GWYNNE PAGE TRUST

  
 \_\_\_\_\_  
 LEROY GWYNNE PAGE AKA LEROY G. PAGE, SUCCESSOR TRUSTEE

  
 \_\_\_\_\_  
 JAY G. PAGE, SUCCESSOR TRUSTEE

STATE OF UTAH )  
 ) ss.  
 COUNTY OF WASHINGTON )



**NOTARY**

STATE OF )  
 )  
 ) : ss  
County of )

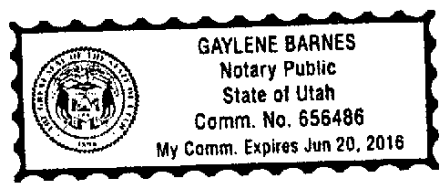
On the 23 day of June, A. D. 2014, personally appeared before me, Jay C. Page and Leroy Gwynne Page, aka Leroy G. Page, Successor Trustees of the Walter Gwynne Page Trust Agreement and Declaration of Trust dated September 26, 2002, aka the Walter Gwynne Page Trust the signer(s) of the within instrument, who duly acknowledge to me that they executed the same.

*Gaylene Barnes*

, Notary Public

Notary Public residing at: *Lehi, UT.*

My Commission Expires: *6-20-16*



**EXHIBIT "A" - LEGAL DESCRIPTION**

Lots 2, 3, 6 and 7, Block 3, IVINS TOWNSITE RESURVEY DATED 1997, together with the portion of road abandonments of 100 and 200 South Streets, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 3, IVINS TOWNSITE RESURVEY DATED 1997 said point also being the Northwest corner of POMEGRANATE LANE SUBDIVISION and running thence South 00°33'05" West 528.95 feet along the Easterly line of said Lot 7 and to and along the Easterly line of Lot 2 to its Southeast corner, said Block 3, IVINS TOWNSITE RESURVEY DATED 1997, said line also being along and beyond the Westerly line of said POMEGRANATE LANE SUBDIVISION; thence South 00°26'42" West 14.50 feet to the North line of 200 South Street; thence North 89°33'18" West 290.06 feet along said Northerly line; thence North 00°26'42" East 14.50 feet to the Southwest corner of Lot 3, said Block 3, IVINS TOWNSITE RESURVEY DATED 1997, said point also being the Southwest corner of the DON MORWOOD SUBDIVISION; thence North 00°32'46" East 529.07 feet along the Westerly line of said Lot 3 and to and along the Westerly line of Lot 6 to its Northwest corner, of said Block 3, IVINS TOWNSITE RESURVEY DATED 1997, said line also being along and beyond the Easterly line of said DON MORWOOD SUBDIVISION; thence North 00°28'09" East 19.50 feet to the Southerly line of 100 South Street; thence South 89°31'51" East 290.10 feet along said Southerly line; thence South 00°28'09" West 19.50 feet to the point of beginning.

(Proposed "IVY PLACE")

\* \* \*

**EXHIBIT B**

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, (the "Grantor"), in favor of the WASHINGTON COUNTY WATER CONSERVANCE DISTRICT, a political subdivision of the State of Utah, ("Grantee"), Grantor and Grantee hereinafter jointly referred to as the "Parties".

**WITNESSETH**

WHEREAS, Grantor is the owner in fee simple of certain real property more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"), and intends to develop the Property into a residential subdivision to be known as Ivy Place, Phase 1, containing 15 lots; and

WHEREAS, Grantee has established a water impact fee (Water Availability Fee, "WAF") which is required to be paid prior to issuance of a building permit; and

WHEREAS, Grantee desires to limit the use of water for outside irrigation on the Property and thereby avoid payment of the WAF for areas over 5,000 square feet per lot on the Property; and

WHEREAS, Grantee is willing to waive a portion of the WAF that would otherwise be owed on each lot on the Property and limit the amount paid per lot to the amount applicable to one equivalent residential unit as set forth in the Grantee's Capital Facilities Plan ("CFP"), subject to the conditions set forth herein; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to ensure that water used for outside irrigation is limited as set forth herein or, if such water use is not limited, to collect the WAF which would otherwise have been owned.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, including the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor does hereby voluntarily grant and convey to Grantee a water conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purposes of this Easement are to ensure that water used for outside irrigation on the Property is limited as set forth herein or, if such water use is not limited, to allow the Grantee to collect the WAF which would otherwise have been owed. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement. The Grantor executes the Easement to be recorded and which shall be an encumbrance upon the Property.
2. Rights of Grantee. To accomplish the purpose of the Easement the following rights are conveyed to Grantee by this Easement:

- a. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of the Easement, provided that such entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with Grantors' use and quite enjoyment of the Property;
  - b. To remedy any violation of the Easement as set forth below.
3. City Ordinances. The Grantor agrees to comply with any ordinance passed by the City which applies to the Property restricting outside irrigation or imposing water conservation rates, even if subsequently passed.
4. **Prohibited Uses**. Any activity which increases the total area of landscaping requiring irrigation on the property to more than five thousand (5,000) square feet per lot is prohibited.
5. Reserved Rights. Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in the permit or invite others to engage in all uses of the Property that are not expressly prohibited herein.
6. General Provisions.
  - a. Duration of Easement. This easement shall continue in perpetuity.
  - b. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
7. Violations and Remedies. Grantee may enforce the terms and conditions of this Easement as follows:
  - a. Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to the Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice, Grantor shall pay to Grantee the WAF owed in that year for every square foot in excess of 10,000 (for example, if the lot is 12,000 sf, the impact fee would be owed for an additional 2,000 sf).
  - b. Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.
  - c. Waiver. The waiver by any party to this agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has set his/her hand on the day and year first above written.

## EXHIBIT C

### **RULES, REGULATIONS AND STANDARDS OF THE IVY PLACE ARCHITECTURAL CONTROL COMMITTEE**

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of Ivy Place subdivision (hereinafter "Covenants"). The Covenants are on record in the office of the Recorder, Washington County, Utah, at 87 North 200 East, St. George, Utah. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc., at the owner's and/or contractor's expense.

No construction may begin in Ivy Place without the issuance of a building permit issued by Ivins City. A set of drawings and specifications with the Committee's stamp or signature of approval must be submitted to Ivins City to obtain a permit. This stamp or signature of approval will be given upon compliance with all provisions stated in the Covenants and these rules, regulations and standards and by execution of a final agreement as established by these rules by the owner and contractor legally responsible for the proposed construction.

#### SECTION 1.

Three (3) complete sets of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the Committee no less than thirty (30) days prior to the desired date for commencement of construction. A non-refundable application fee of \$500.00 shall be submitted with such plans. The application fee shall be used by the Committee for review of the plans including hiring an architect or engineer to review said plans to assure compliance with this Declaration. Two (2) sets will be stamped or signed and returned, one for Ivins City and one for construction use. The plans must contain all of the following:

#### A. SITE PLAN

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street [front yard minimum setback is twenty-five (25) feet, side yards minimum setbacks are eight and ten (8 & 10) feet, and rear yard setback is ten (10) feet].

4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination will follow.)
6. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof. All such units shall be installed on the ground in the side or rear yard of the Lot and shall not be visible from any street.
7. No solar panel or antennae shall be installed or mounted on the street side of any roof. Antennae higher than the dwelling require Committee approval.

#### B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items must be in the rear of the house or out of street view. (Special consideration will be given when rear installations not feasible. In such situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

#### C. ELEVATIONS

1. Note scale on plan.

#### D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be selected from those colors approved by the Committee. The color scheme should complement the neighborhood. The Committee reserves the right to reject any scheme it deems not consistent with the area.
2. The general design expressed in the front of the house must continue to each side elevation.
3. Innovative designs used on the front of the house using stone, brick or other materials will be considered on an individual basis. A minimum of twenty-five percent (25%) of the front of the house shall consist of rock or stone.

#### E. CONSTRUCTION AND MATERIALS WHICH ARE NOT ACCEPTABLE

1. Log house, pre-manufactured houses, earth or berm houses, and re-located houses are not acceptable.
2. There shall be no vinyl material used on the exterior of the house.
3. The roof shall not have asphalt tile or metal roofing.

#### F. ACCEPTABLE ROOFING MATERIALS

1. Roofing materials must be slate, clay or concrete tile.

#### G. HEIGHT OF HOUSE

1. No house will exceed twenty-five (25') feet from street frontage view.
2. All houses proposed to be over one story in height will be examined by the Committee as to the aesthetic value for adjoining houses, lots and/or their views. The Committee has the right to restrict the height of any house and/or structure of landscaping if it unduly restricts a neighbor's view.
3. Minimum roof pitch on homes and accessory buildings will be 4/12.

#### H. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of each house containing a single level, or of each house containing a ground level and a basement level, will not be less than eighteen hundred (1,400) square feet on the ground floor, exclusive of garages, porches, patios, and storage. The ground floor of a two story home, exclusive of garages, porches, patios, and storage, will not be less than fourteen hundred (1,400) square feet.
2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling, except that colored block may be used for detached buildings.
3. All homes are to have a minimum two (2) car garage attached or detached. The garage shall be fully enclosed and built to accommodate not less than two (2) or more than three (3) vehicles. The minimum size for any garage shall be 20 feet by 20 feet. The height of the garage door headers shall not exceed ten (10) feet, subject to the following: one garage door header may exceed ten (10) feet if there are at least two (2) garage headers not exceeding ten (10) feet. All garages are subject to an \* (\*) foot setback from the property line. All garages shall be constructed of the same exterior materials as the main dwelling and shall be in harmony with and architecturally compatible with the main dwelling.
4. Fences and swimming pools will follow Ivins City zoning requirements.

5. All required landscaping (as outlined in paragraph 8 of the Covenants) will be completed prior to occupancy. It is prohibited to have any activity on the lot which increases the total area of landscaping requiring irrigation on the lot to more than five thousand (5,000) square feet.

6. Campers, boats, pickups and other recreational and commercial vehicles must be kept in a garage or on a concrete (or other suitable material as approved by the Committee) pad at the side (behind the front lot line setback area) or in the rear of the house. Side storage shall be screened from the street view with materials compatible with materials used in the construction of the house.

7. All walls around houses shall be of colored masonry materials approved by the Committee and shall conform to the Ivins City zoning requirements. No chain link, wood or wire fences or walls will be allowed.

8. In order to maintain the integrity of the development, no roof-top mounted air conditioning or heating equipment or any other such device will be allowed.

9. Basements: A geotechnical investigation was performed by GTS Geotechnical Testing Services Inc. dated May 20, 2013. This report is available from the Developer and a copy is on file with Ivins City. Owners, builders and contractors should become familiar with this report and comply with its recommendations. In addition, all homes must be constructed in accordance with the recommendations of a geo-technical engineer on a lot by lot basis.

## I. EASEMENTS

1. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities or, which will not 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 is responsible.

## SECTION 2.

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. Trash Receptacles and Debris Removal. Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times forth is purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.

B. Concrete Trucks. Concrete trucks may be washed out only on the lot being built upon



and inside the construction area. The owner and contract or are responsible for containing all washout to preclude this water from entering washes and contaminating tree roots.

C. Cleanliness. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

D. Materials Storage. Construction materials shall be stored on the lot, only for such time as reasonably needed and in orderly array.

E. Sanitary Facilities. Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

F. Vehicles and Parking Areas. All construction vehicles shall be parked within the lot being built upon or on the public street.

G. Conservation of Native Landscape. The Committee shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

H. Dust and Noise Control. The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

I. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

J. Firearms. Carrying any type of firearm on the Property by construction crews is prohibited.

K. Alcohol and Controlled Substances. The consumption of alcohol or use of any Controlled substance on any construction site is prohibited.

L. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited.

M. Restoration of Property. Upon completion of construction, each owner and contractor Shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or

required by the Committee, and repair roadways, driveways, pathways, drainage, and culverts. The deposit required by paragraph 8 of the Covenants shall not be refunded until the requirements of this paragraph are met.

N. Construction Signage. Temporary construction signs shall be limited to one sign per Site not to exceed four (4) square feet of total surface area. The sign shall be free standing, not to exceed six (6) feet in height above natural grade, and of a design and in a location within the site as approved by the Committee. Attachment of signs or similar material to trees or rocks are strictly prohibited. Any such sign shall be removed upon completion of construction.

O. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.

**EXHIBIT D**

**WAIVER AND RELEASE AGREEMENT**

\_\_\_\_\_, ("Owner") of lot(s) \_\_\_\_\_, Ivy Place Subdivision, according to the official plat thereof recorded in the office of the Ivins County Recorder, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree that it is their sole responsibility to obtain and comply with recommendations from competent geotechnical and engineering professionals with regard to the inspection of lot(s) within the subdivision prior to purchase and construction on such lot(s). Owner acknowledges and agrees that, except for warranties of title, the developer makes no warranties whatsoever with regard to the lot(s) or the sale or transfer thereof, and Owner is specifically purchasing the lot(s) "AS IS" AND WITHOUT WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. In purchasing a lot(s) within the subdivision, Owner represents that Owner has inspected the lot(s) as deemed advisable by the Owner, is relying upon its own inspection of the lot(s) in making a purchase of the same, and accepts the lot(s) in its current condition. Owner, for themselves and their heirs, representatives, successors and assigns, waives, releases and agrees to hold harmless the developer and its agents, employees, officers, representatives, successors and assigns, from any and all known or unknown claims of whatever nature in anyway related to such lot(s), including, without limitation, claims or damages caused by or related to any unforeseen surface or subsurface soil conditions, soil compaction or lack thereof, rock falls, rock, block or other walls installed by or for the developer, or claims related to or associated with the slope, elevation, or, drainage of the lot(s) and/or any adjoining lots or properties. Such waiver, release and hold harmless specifically includes, but is not limited to, any claims or any condition that may be associated with, or directly or indirectly related to, defects in the lot(s) or in the design, construction, installation or management of improvements within, related to, or servicing the lot(s).

All rock retaining walls built by or for the developer and all masonry or rock walls built by or for any lot owner shall be owned and maintained by the owner of the lot on or adjacent to which the wall is located, as the case may be. Neither Ivins City nor the developer shall have any responsibility or liability whatsoever with regard to any aspect of any such walls, including defects therein.

This waiver and release is hereby made a part of the sale of the lot(s) and the contract with regard thereto Dated \_\_\_\_\_, 20\_\_\_, shall survive the closing of any purchase transaction or transfer with regard to such lot(s), and constitutes a covenant running with the land. The burdens and benefits under this waiver and release shall be binding upon the undersigned and their successors, representatives and assigns. Should any term or provision of this Waiver and Release Agreement be ruled invalid or unenforceable by a court of competent Jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect. Should any action be brought to enforce the terms of this agreement, the prevailing party shall be

