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**DOC # 20210001104**

Amended Restrictive Covenants Page 1 of 9  
Gary Christensen Washington County Recorder  
01/06/2021 01:32:13 PM Fee \$ 40.00  
By HHE PROPERTIES, INC.

WHEN RECORDED RETURN TO:  
HHE Properties, Inc.  
1137 S 840 W PO Box 580  
Hurricane, UT 84737



**AMENDMENT NO. 4 TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND PROTECTIVE COVENANTS OF  
RIO DE SIÓN™**

THIS AMENDMENT NO. 4 TO DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND PROTECTIVE COVENANTS OF RIO DE SIÓN™ (the "Amendment") is  
executed this 24 day of December, 2020, by HHE PROPERTIES, INC. (the "Declarant"), the  
successor and assign of Riverwood Hollow, LLC.

**RECITALS**

A. Riverwood Hollow, LLC caused to be recorded a Declaration of Covenants, Conditions,  
Easements and Protective Covenants of Rio De Sión™ dated as of May 19, 2006 and recorded on August  
11, 2006 with the official records of Washington County, Utah as document number 20060036345 (the  
"Declaration") concerning the real property located in Washington County, state of Utah, more  
particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property").

B. Pursuant to Section 12.2. of the Declaration, until the end of the Development Phase, the  
covenants and restrictions contained in this Declaration may be modified, amended or repealed in whole  
or in part at any time and from time to time by the Declarant or his or her successor or assign.

C. The development Phase is still in effect as of the date hereof and Declarant desires to amend the  
Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. **Modification pursuant to Section 1.32.** Pursuant to the authority granted in section 1.32. of the  
Declaration, the Declarant shall no longer have the obligation to construct the Walking Bridge.

2. **Modification to Section 3.6.** Section 3.6. of the Declaration is hereby deleted in its entirety and  
replaced by the following:

**3.6. Installation of Certain Improvements to Common Areas.** Developer shall install the  
following improvements:

a. The storm water drainage system required by Virgin City to be developed and  
installed in connection with the subdivision and development of the Lots.

3. **Addition to Section 3.** The following section 3.9 is added to section 3:

3.9 **Insurance.**

- a. The Association shall have no duty or responsibility to procure or maintain any fire, liability, flood, earthquake or similar casualty or hazard insurance coverage for lots or homes, or for the contents of any home. the Association also has no duty to insure against any negligent, criminal or terrorist acts or events occurring at, in or on any lot or in any home.
- b. Funds for insurance, as required to be maintained by the Association shall be provided for from annual Assessments as set forth herein.
- c. The Association shall secure and at all times maintain the following insurance coverages:
- i) A multi-peril type policy covering any Common Area and facilities, if any. Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, earthquake, hailstorm, water damage, and such other risks as customarily are covered. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than 100% of the full insurable value (based upon replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent. Additionally, this coverage shall satisfy the minimum coverage requirements stated in U.C.A. 57-8a-405. In the event the Declarant has not provided any Common Area, this coverage shall not be required.
  - ii) A comprehensive policy insuring the Owners, the Association, its Trustees, agents and employees against all damage or injury caused by their negligence to the public, invitees, tenants or Owners on the Common Area. Limits of the liability under such coverage shall not be less than \$ 1,000,000 for all claims for personal injury or property damage, or both, arising out of a single occurrence. Such policy or policies shall be issued on a comprehensive liability basis, shall provide that cross-insurers as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the development because of negligent acts of the Association or others. Additionally, this coverage shall satisfy the minimum coverage requirements stated in U.C.A. 57-8a-406. In the event the Declarant has not provided any Common Area, this coverage shall not be required.

d. The Association may choose to secure and maintain a fidelity policy or policies to protect against dishonest acts on the part of any Trustee, employee of the Association, the ACC, volunteers, and all others who handle or are responsible for handling funds of the Association. The fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than 100% of the reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of employee or similar expression.

4. **Modification to Section 4.5.** Section 4.5. is hereby deleted in its entirety.

5. **Modification to Section 5.6.** Section 5.6. is hereby deleted in its entirety and replaced by the following:

5.6. **Standards Governing Final Approval.** The ACC shall have the right to refuse to grant Final Approval to any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property. The ACC shall promulgate and maintain the Architectural Design Guidelines for guidance in approving or disapproving plans and specification pursuant to this Section. Proceeding with work that has not been approved by the ACC shall constitute a violation of this Declaration, and shall result in fines, as approved by the ACC, and a lien against the Lot of where the unapproved work/improvement is being done. At the time plans are submitted for consideration by the ACC, a \$500.00 non-refundable application fee shall also be submitted. The ACC shall have discretion to require a refundable fee to be submitted which shall be determined on a case-by-case basis at the discretion of the ACC.

6. **Modification to Section 5.7.** Section 5.7. is hereby deleted in its entirety and replaced by the following:

5.7. **Failure of Architectural Control Committee to Approve.** The ACC shall act in good faith to evaluate plan applications within sixty (60) days of receipt. In the event the ACC fails to approve or disapprove in writing a plan application within sixty (60) days after acceptance of the application by the ACC, then Owner may proceed with the proposed plan as if the ACC had approved the plan. If the ACC disapproves a plan application, the applicant will be required to submit a new plan application in addition to another \$500.00 non-refundable application fee. Each time a plan application is submitted to the ACC, the ACC shall have sixty (60) days from the time the plan is accepted by the ACC to approve or disapprove the plan application. Failing approval or disapproval within the sixty (60) days of acceptance of the application by the ACC, the Owner may proceed with the proposed plan as if the ACC had approved the plan.

7. **Modification to Section 5.10.** Section 5.10. is hereby deleted in its entirety and replaced by the following:

5.10. **Declarant Exempt.** The Declarant shall be exempt from the provisions, restrictions, and requirements of this Declaration.

8. **Modification to Section 6.1.** Section 6.1. is hereby deleted in its entirety and replaced by the following:

6.1. **Permits and Approvals Required.** No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, or a change in the natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until all required permits or approvals therefore are obtained from Governmental Authorities following submission to the appropriate governmental entity of such information as it may require. Final Approval of the ACC shall not constitute any assurance that the required permits or approvals can be obtained from Governmental Authorities.

9. **Modification to Section 7.5.** Section 7.5, is hereby deleted in its entirety and replaced by the following:

7.5 **Building Height.** Maximum building height for a pitched roof mass shall be nineteen (19) feet as measured from highest natural grade to that mass. Hip or gable roofs are not to exceed 4/12 pitch. Minimal flat roof areas may be considered on a case-by-case basis, but shall not exceed more than 15% of total roof area. Lots 32, 33, 35, 36, 37, 38, 39, 40, 41, 66, 67, and 68 may have a maximum building height of twenty one (21) feet above grade. Minimum building heights on exterior walls shall be nine (9) feet. The building height shall be followed as outlined in the Architectural Design Guidelines.

10. **Modification to Section 7.8.** Section 7.8. is hereby deleted in its entirety and replaced by the following:

7.8. **Roof Materials.** Roof material shall be limited to authentic mud set clay C tiles or cement tiles in similar color and shape to set clay C tiles or to those used in Phase 1 prior to December 17, 2020.

11. **Modification to Section 7.10.** Section 7.10. is hereby deleted in its entirety and replaced by the following:

7.10. **Doors and Windows.** All windows and doors shall be recessed a minimum of two and one half (2.5) inches from the glass/door surface to the exterior surface of the wall. The character of window and door selections shall compliment the character of the Home, and shall not, in the judgment of the ACC, appear contemporary. Doors and windows shall be approved by the ACC and shall follow the Architectural Design Guidelines.

12. **Modification to Section 7.15.a.** Section 7.15.a., as amended in Amendment No. 3 on March 15, 2007, is hereby deleted in its entirety and replaced by the following:

a. Fences, walls and other barriers shall comply with the provisions of Section 7.11 and the Architectural Design Guidelines, and shall be subject to the Final Approval of the ACC. The ACC will consider fence types similar to existing fences in phase 1 as of December 17, 2020.

13. **Modification to Section 7.15.c.** Section 7.15.c. is hereby deleted in its entirety and replaced by the following:

c. All fences, walls, hedges, shrubs or other structures shall be constructed in similar consistency with the homes in phase 1 as of December 17, 2020, and shall be approved by the ACC.

14. **Modification to Section 7.17.** Section 7.17. is hereby deleted in its entirety and replaced by the following:

7.17. **Lights.** Light used to illuminate garages, patios, parking areas or for any other purpose must be low level (each fixture with a maximum of one 60 watt or less bulb) and shall be so arranged and shielded as to reflect light away from adjacent Homes and away from the vision of passing motorists. The design and installation shall not adversely affect or impact neighboring Owners or streetscapes. No upward shining lights are permitted. Very low level outdoor illumination may be used for particular landscape features (such as tree and rock formations). No exposed bulbs, brass or white fixtures are permitted. Exterior Home lights are to be placed under the eaves of the Home thus preserving the night sky. One light under the eaves of the Home shall illuminate the Home's street number. Exterior lighting shall be approved by the ACC and shall follow the Architectural Design Guidelines.

15. **Modification to Section 7.18.** Section 7.18. is hereby deleted in its entirety and replaced by the following:

7.18. **Antennas.** Antennas, dishes or similar devices for radio, television, or devices for the reception or transmission of radio signals, microwaves or other similar signals are restricted to the attic area or interior of the Home. It is mandatory that all Homes be pre-wired for cable reception. Satellite dishes shall be allowed on the exterior of a home as long as they are, 20-inches or less in diameter, and may only be installed on the rear fascia of the home. If a signal cannot be obtained from the rear fascia, a side fascia shall be used, setting the satellite dish as far back from the front of the home as possible, that a signal may be received. No antenna or dish of any type of for any use shall be attached to the rooftop of a Home. All antennas and satellite dishes must be located to minimize visibility from neighboring Lots, and must be approved by the ACC. The ACC shall have the right to remove or cause removal of any antennas, satellite dishes, or other external antennas erected, placed, maintained, or improperly installed.

16. **Modification to Section 7.22.** Section 7.22. is hereby deleted in its entirety and replaced by the following:

7.22. **External Apparatus.** No Lot Owner shall cause or permit anything, including, without limitation, awnings, canopies or shutters, to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof of any Home, or on the outside of windows or doors, without the prior written consent of the ACC. No solar panels or solar panel arrays of any type shall be permitted on any Home or Lot.

17. **Modification to Section 7.24.** Section 7.24. is hereby deleted in its entirety and replaced by the following:

7.24. **Planting and Gardening.** No planting, gardening or landscaping shall be installed or modified, and no fences, hedges or walls shall be erected, maintained or modified upon any Lot except as approved by the ACC.

18. **Modification to Section 8.8.** Section 8.8. is hereby deleted in its entirety.

19. **Modification to Section 10.1.** Section 10.1. is hereby deleted in its entirety and replaced by the following:

10.1. The Association exists as a nonprofit corporation organized under the Utah Revised Nonprofit Corporation Act, Chapter 6(a) of Title 16 of the Utah Code of 1953, as amended. The Association is governed by Articles of Incorporation, Bylaws, and this Declaration. In the event of any conflict between the Articles of Incorporation, the Bylaws or this Declaration, the documents will govern in the following order: this Declaration, the current Articles of the Association and the current Bylaws of the Association.

**20. Modification to Section 10.4.** Section 10.4. is hereby deleted in its entirety and replaced by the following:

10.4 Creation of Lien; Personal Obligation for Assessment. Beginning April 4, 2020, the Assessment for each Owner of a Lot shall be \$50.00 per month. The Association shall declare and impose all subsequent annual Assessments in accordance with section 10.9 herein. Each Owner of a Lot, with the exception of the Declarant, by acceptance of a deed or conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Assessments and interest thereon including, without limitation, costs of collection and a reasonable attorney's fee, as provided in this Declaration. All such Assessments and other amounts shall be:

- a. A charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or amount is charged; and
- b. The personal obligation of: (i) the Person who was the Owner of such lot at the time when the Assessment fell due; and (ii) successors-in -title who took title to such Lot when Assessments were due and payable.

In the event a Lot is owned by more than one (1) Person, each such Person shall be jointly and severally liable to pay such Assessment. Any Lot owned by the Declarant is exempt from the Assessments created herein.

**21. Modification to Section 10.5.** Section 10.5. is hereby deleted in its entirety and replaced by the following:

10.5. Purpose of Assessments. The Assessments levied by the Association shall be used by the Association for the development, construction, improvement, maintenance, repair and preservation of the Common Area. The Assessments must provide for, but are not limited to: the payment of taxes on the Common Areas and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common Areas; the payment of administrative expenses of the Association; insurance costs; the establishment of a reserve account for repair, maintenance and replacement of the improvements to the Common Areas which must be replaced on a periodic basis; and other amounts required that the Trustees shall determine to be necessary to meet the primary purposes of the Association.

**22. Modification to Section 10.9.** Section 10.9. is hereby deleted in its entirety and replaced by the following:

10.9. Date of Commencement of Annual Assessments; Due Dates. The first Assessment provided for in this Declaration shall commence on April 4, 2020 or the first day of the month following conveyance to a purchaser, if conveyance to a purchaser is after April 4, 2020. The first Assessment shall be adjusted according to the number of months remaining in the calendar year.

a. At Least thirty (30) days prior to the commencement of each new Assessment period, the Trustees shall send or cause to be sent a written notice of the annual Assessment to each Owner subject thereto. Delivery of notice shall not be a condition or requirement to validity of the Assessment.

b. The Assessment due dates shall be established by the Trustees.

c. The Trustees shall prepare a roster of the Lots and the Assessments applicable thereto at the same time that it shall fix the amount of the Assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of Assessments and shall allow inspection of the roster by any Member at reasonable times.

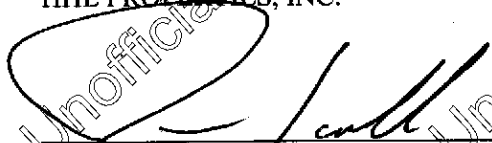
d. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the Assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any Assessment or fractional part thereof which is therein shown to have been paid.

23. **Modification to Section 10.10.f.** Section 10.10.f. is hereby deleted in its entirety and replaced by the following:

10.10.f. No Owner, except the Declarant, may avoid or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas or by abandonment of the Lot.

**IN WITNESS WHEREOF, the Declarant has hereunto executed this Declaration on the date first set forth above.**

HHE PROPERTIES, INC.



By: Jason Campbell  
Its: President

STATE OF UTAH )  
 )  
COUNTY OF WASHINGTON )

On this 24<sup>th</sup> of December, 2020, personally appeared before me Jason Campbell whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of HHE PROPERTIES, INC, and that said document was signed by him in behalf of said HHE PROPERTIES, INC. by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Jason Campbell acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

*Layla Mangum*  
\_\_\_\_\_  
NOTARY PUBLIC

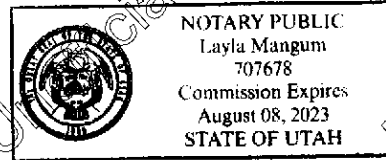




EXHIBIT A

LEGAL DESCRIPTION PREPARED  
FOR RIO DE SIÓN™ PHASE 1, 2 & 3

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, THENCE S 89°57'46" W 600.10 ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; RUNNING THENCE N 1°58'36" W 238.40 FEET; THENCE S 87°07'30" W 70.10 FEET; THENCE N 4°57'27" W 192.17 FEET; THENCE S 88°16'15" W 238.55 FEET; THENCE N 1°43'45" W 66.00 FEET; THENCE N 81°16'15" E 305.93 FEET; THENCE N 7°56'16" E 196.06 FEET; THENCE N 11°59'54" W 52.00 FEET; THENCE N 31°00'06" E 574.2 FEET; THENCE N 00°00'06" E 64.17 FEET; THENCE S 89°59'54" E 322.62 FEET; THENCE S 89°55'56" E 200.13 FEET; THENCE S 89°56'04" E 448.12 FEET; THENCE S 49°00'42" E 169.74 FEET; THENCE S 49°06'04" E 386.32 FEET; THENCE S 34°51'04" E 273.24 FEET; THENCE S 15°06'08" E 338.53 FEET; THENCE S 51°53'41" W 216.35 FEET; THENCE S 03°22'23" E 542.66 FEET TO THE POINT OF A 200.00 FOOT RADIUS CURVE TO THE LEFT WITH A BEARING OF S 89°16'09" E; THENCE 113.51 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°31'09" TO THE POINT OF TANGENCY; THENCE S 29°11'46" E 92.12 FEET; THENCE S 87°38'34" W 543.66 FEET; THENCE S 87°36'38" W 184.13 FEET; THENCE S 73°37'42" W 196.58 FEET; THENCE S 83°13'39" W 479.90 FEET; THENCE S 55°41'27" W 428.33 FEET; THENCE N 19°00'00" E 745.16 FEET; THENCE S 87°00'00" W 343.12 FEET; THENCE N 1°58'36" W 143.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 71.03 ACRES