

Amended Restrictive Covenants Page 1 of 8
Gary Christensen Washington County Recorder
06/24/2022 03:56:29 PM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When Recorded, Return To:

James Lenzi Sullivan
1363 E 170 S
Suite 301
Saint George, Utah 84790

**COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVERBEND AT SUNRISE
VALLEY**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Riverbend at Sunrise Valley is made on the date evidenced below by the Riverbend at Sunrise Valley Homeowners' Association.

RECITALS

A. Certain real property in Washington County, Utah, known as Riverbend at Sunrise Valley was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions of Riverbend at Sunrise Valley ("**Declaration**") recorded on April 9, 2021, as Entry No. 20210025600 in the Washington County Recorder's Office, State of Utah;

B. This amendment shall be binding against the property described in the Declaration.

C. Pursuant to Section 12.2 of the Declaration, the Declarant unilaterally amends this Declaration.

Now, Therefore, the Declarant, acting by and through his own authority, hereby amends and replaces the following sections, such that all of the newly inserted bold, double underlined text (indicated textually in the same manner as the following example: **double-underlined text**) and any formatting changes attached hereto shall be deemed to be inserted in the text of the Declaration and all of the deleted stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) shall be deemed to be deleted from the text of the Declaration, as follows:

SECTION 4.12 shall be amended and replaced as follows:

Additional Use Restrictions.

No improvement, addition, modification, structure or change of any kind, including, without limitation, any building, shed, carport, trailer, awning, wall, sign, fence, walkway, pool or screen enclosure, either temporary or permanent, shall be erected, installed, placed or maintained within any portion of a Lot or on Common Areas, without the prior written approval of the Board.

In addition, no sign, lawn ornament, or display may be maintained, erected, placed, or posted outside of any Lot without the prior written consent of the Board.

No alteration to the pre-existing exterior aesthetic or color of any building on any Lot may be made without the prior written approval of the Board.

No newspaper, foil, sheets or other non-standard or unsightly window coverings may be installed in the Lots if such items are visible from the Common Area or another Lot. All blinds or other standard window coverings within a Lot that are visible from the Common Area or another Lot shall be earth tones unless otherwise approved by the Board.

SECTION 7.2 shall be amended and replaced as follows:

Limited Common Area Maintenance.

Except to the extent the Association assumes maintenance responsibility of such Limited Common Area, each Lot Owner shall provide and effect repairs and maintenance of the Limited Common Area associated with such Lot Owner's Lot, including, without limitation, pool maintenance, if applicable; lawn mowing; trimming; and landscape treatment including fertilization and replacement of sod, all portions of the irrigation systems, landscape plantings, trees, shrubs and ground cover with the same materials as the material being replaced except as otherwise approved by the Association.

In the default of the Lot Owner fails to perform the foregoing Limited Common Area maintenance, then after ten (10) days written notice (which notice shall not be required in the event of emergency or threat to life, health, Property or safety), the Association may provide the required Limited Common Area maintenance with the cost thereof assessed against the defaulting Lot Owner as a Specific Assessment.

SECTION 8 shall be amended and replaced as follows:

8.2 Limited Common Area

8.2.1 Each Lot Owner of a Lot is hereby granted an irrevocable and exclusive license to use and occupy limited common area designated as such on the Plat, the driveway

appurtenant to such Lot, and any outside area appurtenant to such Lot that is enclosed by a wall (if any) and is appurtenant to such Lot Owner's Lot (the foregoing hereby designated as "Limited Common Area"), subject to the rights of the Declarant and the Board as set forth in the Governing Documents. In addition, the following, if designated to serve a single Lot but located outside the Lot's boundaries, are Limited Common Areas and facilities allocated exclusively to a Lot: (a) a shutter; (b) an awning; (c) a window box; (d) a doorstep; (e) a stoop; (f) a porch; (g) a balcony; (h) a patio; (i) an exterior door; (j) an exterior window; ~~and~~ (k) a pool; and (l) any other fixture.

8.2.2 The Declarant reserves the right to re-designate areas identified as Common Area on the Plat as Limited Common Area as it deems necessary from time to time by: (i) indicating or designating on the Plat the Limited Common Area appertaining to one or more Lots, (ii) designating, depicting, and/or describing such Limited Common Area in this Declaration or any supplemental declaration, amendment or any exhibit, or (iii) adopting an Association Rule Rule and Regulation designating, depicting, and/or describing such Limited Common Area. Any area so designated a Limited Common Area shall be deemed Limited Common Area for all purposes under this Declaration including for purposes of maintenance and repair as set forth in Article 7 above.

8.2.23 The right of exclusive use and occupancy does not include the right to repaint, remodel, erect structures upon or attach or install any deck, awning, wall, pool or other improvement or apparatus to or within the Limited Common Area or Common Area, which a Lot Owner may not do without the express written consent of the Association. Without limiting the generality of the foregoing, without the express written consent of the Association, no Owner (other than Declarant) shall be permitted to construct or enclose or divide any area (including rear yard) appurtenant to a Lot. In the event walls are not constructed to enclose or divide any area (including rear yards) appurtenant to a Lot, then such area shall constitute Common Area unless otherwise designated as Limited Common Area in the manner described or provided for herein or on the Plat.

8.2.34 The Board's right of regulation in and maintenance of the Limited Common Area includes all rights it possesses with respect to the Common Area which are not inconsistent with exclusive use to a particular Lot or Lots to which the Limited Common Area is assigned, and includes, but is not limited to, the right to maintain the Limited Common Area, establish Association Rules and Regulations governing the use of the Limited Common Area, and regulate and control architectural and aesthetic appearances of the Limited Common Area.

8.2.45 Except to the extent the Association elects to maintain the Limited Common Area, each Lot Owner shall maintain their respective Limited Common Areas in good repair and clean manner.

8.3 Construction of Appurtenant Structures and Personal Landscaping.

A Lot Owner may construct structures within the Limited Common Area appurtenant to such Lot Owner's Lot as well as personal landscaping and landscaping features, structures, and amenities (including, without limitation, swimming pools and hot

tubs) within the Limited Common Area appurtenant to such Lot Owner's Lot with the approval of the Board, which approval may be conditioned upon executing such documents, obtaining such municipal approval and obtaining insurance as may be required. Such structures and landscaping constructed by Declarant or an affiliate of Declarant shall be deemed to be approved by the Board.

In addition to obtaining Board approval, as a condition of constructing a swimming pool in the Limited Common Area appurtenant to such Lot Owner's Lot, such Lot Owner must (1) sign an assumption of risk and liability agreement in such form as may be required by the Association and/or Washington City, (2) if required by Washington City, deliver the assumption of risk and liability agreement to Washington City during the pool permit application process, and (3) obtain insurance upon completion of the pool for damage caused therein. Any pool constructed by a Lot Owner must be engineered to comply with Washington City requirements.

8.4 Assumption of Risk.

Each Lot Owner covenants for himself and his successors, assigns, lessee's and guests that the Lot Owner shall and hereby does assume all risks associated with such location and constructed appurtenant structures, including, but not limited to, the risk of property damage, personal injury, or other loss arising from or related to any swimming pool (or the construction or use thereof) that may be constructed within the Limited Common Area appurtenant to such Lot Owner's Lot or any other use of such Lot Owner's Lot and appurtenant Limited Common Area. Each Lot Owner releases and shall indemnify and hold harmless the Association, including the Board, the Declarant, and any officers, members, managers, employees, or agents of the Association and Declarant from any liability, claims, or expenses, including attorney fees, arising from such property damage, personal injury, or other loss including, without limitation, any property damage, personal injury, or other loss arising from or related to any swimming pool (or the construction or use thereof) that may be constructed within the Limited Common Area appurtenant to such Lot Owner's Lot.

8.25 Maintenance Easement.

There is hereby granted and created to the Association, its employees, subcontractors, agents and designees a non-exclusive perpetual easement over, through, across and under the exterior of each Lot, Common Area, Limited Common Area and Property to permit the Association, its employees, subcontractors, agents and designees to maintain and replace, as necessary, the Common Areas, Limited Common Areas and those portions of all Lots required to be maintained, replaced and repaired by the Association, as provided in this Declaration and this easement shall automatically be granted over and attached to any such Lot.

8.36 Right of Egress and Ingress for Services.

There is also hereby granted and created a non-exclusive and perpetual right over and across the driveways, streets and easements as depicted on the Plat, to the benefit of persons and

their vehicles for commercial delivery and services, police and law enforcement, fire protection services, United States Postal Service carriers, express delivery, scavenger and recycling services, utility employees, communication representatives, mortgage lien holders, contractors and sub-contractors authorized by the Association to serve Riverbend at Sunrise Valley.

8.47 Encroachments.

In the event that any buildings or appurtenance thereto, shall encroach upon the Common Areas or any adjoining Lot, for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

8.58 Right to Grant Easements.

The Declarant reserves the right to grant such easements as may be required for access over Common Areas and Limited Common Areas to and the furnishing of utility, communication and other services which may be necessary for development of the Property. Without limiting the generality of the foregoing, the Declarant may grant easements across Common Area including any Limited Common Area appurtenant to any Lot for drainage structures, improvements and pipes to serve one or more hot tubs or pools constructed within the Limited Common Area appurtenant to any Lot. Utilities, communication, drainage structures, improvements and pipes constructed by Declarant or an affiliate of Declarant shall be deemed to be approved by Declarant with an easement then existing to the extent such facilities are installed within any Common Area (including Limited Common Area).

8.69 Limitation of Rights and Easements.

The rights and easements of enjoyment created hereby shall be subject to the right of the Association to take such steps as may be necessary to protect the Common Areas and Limited Common Areas against foreclosure and to establish Association Rules and Regulations regarding the use of such easements and the Common Property.

8.710 Indemnity.

The Association shall have the duty to defend and shall indemnify a Lot Owner against any and all expenses, claims and liabilities, including attorney's fees incurred by or imposed upon them for injuries or damages sustained and arising out of the actual use of such Lot Owner's Lot by the Association, if any.

SECTION 10.1 shall be amended and replaced as follows:

Liability Insurance – Association Property and Pools.

The Board shall obtain a comprehensive policy of public liability insurance covering all of the Common Property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas.

Liability insurance policies obtained by the Association shall contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. **For clarification, the Association is not required to insure any Limited Common Area or any structures constructed within the Limited Common Area. Moreover, unless otherwise agreed by the Board pursuant to this Declaration, the Association is not responsible for the maintenance and repair of any Limited Common Area or any structures (including hot tubs and swimming pools) that may be constructed within the Limited Common Area.**

Exhibit "A"

Tax ID #'s: W-4-2-19-1201, W-4-2-19-1301, W-RASV-1-COMMON, W-RASV-1-1, W-RASV-1-2, W-RASV-1-3, W-RASV-1-4, W-RASV-1-36, W-RASV-1-37, W-RASV-1-38, W-RASV-1-39, W-RASV-1-40, W-RASV-1-41, W-RASV-1-42, W-RASV-1-43, W-RASV-1-44, W-RASV-1-45, W-RASV-1-46, W-RASV-1-47, W-RASV-1-48, W-RASV-1-49, W-RASV-1-50, W-RASV-1-51, W-RASV-1-52, W-RASV-1-53, W-RASV-1-54, W-RASV-1-60, W-RASV-1-61, W-RASV-1-62, W-RASV-1-63, W-RASV-1-64, W-RASV-1-65, W-RASV-1-66, W-4-2-19-1211, W-RASV-2-COMMON, W-RASV-2-28, W-RASV-2-29, W-RASV-2-30, W-RASV-2-31, W-RASV-2-32, W-RASV-2-33, W-RASV-2-34, W-RASV-2-35, W-RASV-2-67, W-RASV-2-68, W-RASV-2-69, W-RASV-2-70, W-RASV-2-71, W-RASV-2-72, W-RASV-2-73, W-RASV-2-78, W-RASV-2-79, W-RASV-2-80, W-RASV-2-81, W-RASV-2-82, W-RASV-2-83, W-RASV-2-84, W-RASV-2-85, W-RASV-2-86, W-RASV-2-87, W-RASV-2-88, W-RASV-2-89, W-RASV-2-90, W-RASV-2-94, W-RASV-2-95, W-RASV-2-96, W-RASV-2-97, W-RASV-2-98, W-RASV-2-99, W-RASV-2-100, W-RASV-2-101, W-RASV-2-102, W-RASV-2-103, W-RASV-2-105

Parcel 1:

Beginning at a point that lies South 88°50'31" East along the Section line 1480.72 feet and South 1025.09 feet, from the North Quarter corner of Section 19, Township 42 South, Range 14 West, Salt Lake Base and Meridian, said point being on the Southeasterly Right-of-Way line of Country Way, and running thence South 46°01'59" East 165.00 feet; Thence South 43°58'01" West 174.83 feet; Thence South 43°39'40" East 405.97 feet; Thence South 43°44'30" East 34.43 feet; Thence South 46°14'49" West 155.17 feet; Thence North 43°45'11" West 68.91 feet; Thence South 43°58'01" West 525.39 feet; Thence North 45°59'15" West 365.00 feet; Thence South 43°58'01" West 124.71 feet; Thence North 46°01'59" West 165.00 feet to the Southeasterly line of Country Way, thence North 43°58'01" East along said line 995.12 feet to the point of beginning.

Parcel 2:

Beginning at a point that lies North 88°50'31" West along the Section line 896.11 feet and due South 1577.95 feet from the Northeast corner of Section 19, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence South 43°44'30" East 782.25 feet; Thence South 46°14'49" West 74.02 feet; Thence Southwesterly along a 980.00 foot radius curve to the Left, (Long chord bears South 41°16'13" West a distance of 170.03 feet), Center point lies South 43°45'11" East through a central angle of 09°57'12", a distance of 170.24 feet; Thence Southwesterly along a 420.00 foot radius reverse curve to the Right. (Long chord bears South 51°09'28" West a distance of 215.48 feet), Center point lies North 53°42'23" West through a central angle of 29°43'42", a distance of 217.92 feet; Thence North 27°23'26" West 113.42 feet; Thence Northwesterly along a 275.00 foot radius curve to the Left, (Long chord bears North 35°34'19" West a distance of 78.27 feet), Center point lies South 62°36'34" West through a central angle of 16°21'45", a distance of 78.53 feet; Thence North 43°45'11" West 131.02 feet; Thence South 45°06'23" West 84.65 feet; Thence North 46°01'59" West 102.71 feet; Thence South 43°58'01" West 91.48 feet; Thence North 46°01'59" West 155.00 feet; Thence South 43°58'01" West 73.33 feet; Thence North 46°01'59" West 85.00 feet; Thence North 43°22'56" West 105.69 feet; Thence North 45°59'15" West 69.43 feet; Thence North 43°58'01" East 525.39 feet; Thence South 43°45'11" East 68.91 feet; Thence North 46°14'49" East 155.17 feet to the point of beginning.
