

**DECLARATION of COVENANTS, CONDITIONS, and RESTRICTIONS
FOR
SAGE HOLLOW SUBDIVISION
WASHINGTON COUNTY, UTAH**

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RUSSELL SHIRTS & WASHINGTON CO RECORDER
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FOR: UNITED TITLE SERVICES

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Sage Hollow Subdivision (the "Subdivision") is made on this 19th day of September, 2002, by FREHNER-LARKIN, INC., hereafter referred to as Declarant.

**ARTICLE I
LEGAL DESCRIPTION AND PURPOSE OF DECLARATION**

1. **The Property** Declarant is owner of certain real property in Washington County, State of Utah, which is more particularly described as follows:

See Exhibit A attached hereto and made a part thereof.

2. WHEREAS, certain covenants and building and use restrictions must be established and observed to insure harmonious relationships, protect property values, eliminate hazardous conditions and preserve the natural beauty of the area, wherever persons reside in the close proximity to one another.
3. NOW THEREFORE, FREHNER-LARKIN, INC., as owner and developer of the above described property, hereby declares that all of the property described above is held and shall be subject to the following limitations, restrictions and covenants, all of which are declared and agreed to in the covenants, all of which are declared and agreed to be in the furtherance of the plan for the Subdivision, improvement and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described real property and every part thereof. The acceptance of any deed or conveyance thereof by the grantee therein, and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, which shall run with the land, as follows to-wit:

**ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE**

1. **Architectural Control Committee** The Declarant shall appoint an Architectural Control Committee (hereafter referred to as "The ACC"), consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to create and fill vacancies on the ACC until the Declarant shall relinquish this power or until 75% of the lots in the Subdivision have been sold or when a structure has been constructed on 50% of the lots in Sage Hollow Subdivision and such structures are occupied, whichever event first occurs. When the Declarant ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property

owners in Sage Hollow Subdivision shall within 60 calendar days select new members of the ACC by one vote for each lot. The initial ACC members shall be elected for terms of one, two, and three years. No construction of any kind may occur without the written consent of the majority of the ACC.

2. **Membership in ACC** No member of the ACC shall receive any compensation or make any charge for services rendered. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. The ACC shall meet as needed and as determined by the ACC. The ACC shall have power, by majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the ACC, are attached as Exhibit B. By majority vote of the property owners, by one vote for each lot, any rule or regulation may be amended, adopted or repealed.
3. **Submission of Plans to ACC** Lot owners intending to build, improve, modify or otherwise construct any structure on a lot shall submit to the ACC three complete sets of plans and specifications of the proposed building, structure or alteration, together with any and all proposed improvements to be placed on the lot. Such plans shall include a Plot Plan showing the location on the lot of the buildings, walls, fences, or other structures proposed to be built, altered, placed, or maintained, together with the proposed construction materials, color schemes to be used, proposed accessory uses and structures related thereto, etc. (See Exhibit B)
4. **Action Within Ten (10) Days** The ACC shall approve with modifications or disapprove any plans, specifications or details submitted by a lot owner within (10) days from its receipt thereof. If plans are not approved or disapproved within the ten (10) day time period, then the plans will be considered accepted. See Rules and Regulations of the ACC (Exhibit B) for additional details.
5. **Criteria for Disapproval** If the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with other buildings or structures in the Subdivision; if the plans and specifications submitted are incomplete; or in the event the ACC finds the plans or specifications, or any part thereof, are contrary to the restrictions in this Declaration, then the Committee shall have the right to disapprove said plans, specifications and/or details submitted to it. The decision of the ACC shall be final, subject to a veto by 2/3rd vote of all the property owners, based on one vote per platted and recorded lot.
6. **Interpretation** All questions of interpretation or construction of any of the covenants or restrictions in the Declaration shall be resolved by the ACC, and its decision shall be final, binding and conclusive on all parties affected.
7. **Disclaimer of Liability** Neither the ACC nor any individual member thereof shall be responsible or liable to any lot owner or any other party for any damage, loss or prejudice

suffered or claimed on account of: (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications; (b) any harm caused to or by the structures or activities of neighboring property owners; and (c) defects in any plans or specifications submitted, revised or approved in accordance with this Declaration, or for any structural or other defects in any work performed pursuant to such plans and specifications.

8. **Non-Waiver** The approval of the ACC of any lot owner's plans or specifications or any part thereof shall not constitute a waiver of any right of the ACC to disapprove of any similar plans and specifications subsequently submitted by another lot owner.

ARTICLE III BUILDING RESTRICTIONS

1. **Residential and Accessory Uses** All of the lots on the property shall be used primarily for residential purposes, although some accessory uses are allowed as described elsewhere in this Declaration. Lot owners may construct no more than one (1) building for dwelling purposes, which house shall be no more than two stories (not including a basement), and which dwelling may include an attached or detached garage for a minimum of two vehicles. All of such structures must first be approved by the ACC.
2. **Quality of Homes** In order to properly protect the investment of lot owners, only homes and accessory buildings of superior design quality will be allowed, and all proposed homes and buildings must be approved by the ACC in advance of the commencement of construction.
3. **Minimum Square Footage Required** For a single story dwelling, the finished area above the grade will be no less than 1,850 square feet exclusive of open porches and garages. For a two (2) story dwelling, the finished area above the grade will not be less than 2,200 square feet (both floors), exclusive of open porches and garages. A minimum of 1,600 square feet on the main floor is required in two story dwellings.
4. **Types of Home Prohibited** Four (4) level split entry (bi-level) homes will not be permitted in this Subdivision unless approved by the ACC. No RVs, modular homes, underground or basement homes, round homes, octagon homes, prefabricated homes, pre-built homes, concrete homes, or any other unusual style of home shall be allowed in the Subdivision regardless of ACC approval of the same. No solar homes can be built unless approved by the ACC.
5. **Home Designs Must Differ** Each lot owner's proposal of a home design must be different from all other designs in the Subdivision.
6. **Exteriors of Homes** Brick, stucco, rock, or any combination of the same that is approved by the ACC, are allowed as exteriors for all buildings in the Subdivision, including accessory buildings and detached garages. There must be at least two of the above named materials used in the front and side elevations of the home, with at least 30% of the front elevation to be of the lesser-used material. In addition to the combination of any two

materials named above, vinyl siding may be permitted, not to exceed 25% of front elevation and 70% of side elevations, provided that full-wall vinyl may not be wrapped from front to sides of home. Any other exterior material may only be used upon the express approval of the ACC, and must be of a quality nature. Home exteriors using stucco must be of high quality synthetic, with pop-outs around windows, doors and trim. All roofs must be built using a tile or slate roof. Stucco and siding, if any, should be of a slightly darker color; no pastels or whites are to be used.

- 7. **Setbacks** All lot setbacks on the front for all buildings shall be a minimum of 35 feet; on the sides a minimum of 12 feet on one side and 10 feet on the other, and 10 feet in the rear. In cases where the front set-back of 35 feet creates a hardship due to the configuration of the lot, etc., the ACC, in it's sole discretion, may allow a front yard set-back of 30 feet.
- 8. **Landscaping** All front yard landscaping, as well as side yard landscaping reaching to the half-way point of the total depth of the home, including grass, trees, and shrubs must be completed no later than four (4) months after issuance of a Certificate of Occupancy by the City. The front yard must be a minimum of 20% grass. All landscaping shall be compatible with other homes in the Subdivision, and must be of a size and design that are approved by the ACC. Shrub and tree planting and landscaping on corner lots shall be located so as not to obstruct the view and create a hazard for the movement of vehicles or pedestrians along the streets.
- 9. **City Requirements** All structures built on any lot must be constructed in accordance with all applicable zoning and building ordinances of the City of St. George.
- 10. **Driveways** Driveways shall be constructed out of concrete, inlaid brick or other hard materials approved by the ACC. Driveways consisting of cinders, sand, gravel, asphalt, or dirt shall not be permitted on any lot. Driveways shall be of sufficient size that two vehicles can park thereon side by side, and shall in all other respects conform to St. George City requirements. Driveways shall be limited solely to providing a connection between the street and the garage area; no private lanes or streets traversing lots shall be allowed.
- 11. **Walls:** No wall over 7' high will be allowed. Only masonry walls will be permitted on the exterior of the lots, (sides and rear) but decorative high-quality vinyl fences may be allowed in front. All walls must be "Cliff Red" in color. All walls must be approved by the ACC.
- 12. **Outdoor Cooling and Heating Units** Swamp coolers are not allowed. No roof mounted air conditioners or furnaces are allowed.
- 13. **Antennas and Satellite Dishes** No radio or short-wave antennas are allowed. All satellite dishes, antenna systems, and TV antennas must be placed on the backside of the roof (or in the attic) so no part of the antenna or satellite dish can be seen from the street in front of the house.

14. Signs Other than the developer's signs, no builders' commercial signs will be allowed larger than 4' x 8' and such signs may be placed only on the lot which is being built upon. No other signs will be allowed anywhere on the property other than standard "No Trespassing" signs during construction only. On re-sale of homes and/or lots no sign larger than standard real estate signs will be permitted. All signs must conform to City of St. George standards and guidelines.

15. Utility Easements Easements for installation and maintenance of utilities are reserved as noted on the recorded plat. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and easement rights. The easement areas of each lot and the improvements located within them shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.

16. Construction Deadlines Unless otherwise approved in writing by the ACC, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded, within twelve (12) months from the time the ground is broken for the structure. Each lot owner is responsible to see that any contractor he hires to build any improvement or structure on his lot receives a copy of the Declaration and abides by the same.

17. Maintenance of Lot During Construction Lot owners are responsible to make certain that any contractors or subcontractors working on their property clean up the construction site on a daily basis.

18. Inspections after Construction Each lot owner, along with the Declarant or his representative, must jointly inspect the sidewalks, streets, fences, utility improvements, etc. pertaining to the lot, prior to occupancy, to see if any damage has occurred in the process of building the home. Any damages that have occurred that were caused by or resulted from the construction of the home by the lot owner or his agents shall be repaired and paid for by the lot owner. If the Declarant is no longer involved on the ACC, then the lot owner and a member of the ACC will perform the inspection of any improvements or changes made by the lot owner.

19. Subdividing and Combining Lots It shall not be permissible to partition or further subdivide any lot in the Subdivision. It is permissible for one owner to develop two lots in the Subdivision and either to build two separate homes thereon as if he were two different lot owners, or to build a single home. In the event of such a combination of two lots and building a single home thereon, all restrictions in the Declaration shall be understood to apply to his two lots as if they were one, including all setback, home location and landscaping requirements. All easements required by the City of St. George must be maintained or abandoned only with the approval of the City of St. George, and all codes and requirements imposed by the City shall be the responsibility of the lot owner.

20. Completion Required Construction of all homes must be started within four years of purchase of the lot and completed within five years.

21. **Outdoor Lighting** Each dwelling shall have a minimum of one (1) outdoor light on photocell; such light may be on front porch, on garage front, or on a pole lamp, or any other location approved by the ACC.

ARTICLE IV MAINTENANCE OF LOTS

1. **Rubbish and Waste on Lots** No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other waste shall be kept in sanitary containers and all such containers shall be maintained in a clean and sanitary condition. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash, and all debris of any kind and must be maintained so as not to detract from the appearance of the Subdivision as a whole.
2. **Allowances During Construction** During construction, all builders are required to deposit trash on a daily basis in a dumpster to be provided by the contractor. The contractor shall also provide a port-a-potty on site as required by city ordinance. No trailer or temporary dwelling may be maintained at the site. No contractor shall use another lot to store topsoil or any gravel or building materials without the express written consent of that lot owner.
3. **Landscaping** All landscaping, as well as gardens and crops shall be maintained, watered and cared for at a reasonable standard compatible with other homes in the Subdivision. All trees, shrubs, grass, crops and plants must be maintained to remain healthy and alive, and must be properly trimmed so as not to form a hazard to person or property in the event of a windstorm or in any other way.
4. **Drainage** Lot owners shall be liable for all water damage proximately caused by drainage from their lot onto the property of adjacent lot owners. Lot owners shall not plant vegetation or place materials or structures in such a way that may cause damage to or interfere with established slope ratios, or create erosion or sliding problems or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through established drainage channels.

ARTICLE V PERMANENT USE RESTRICTIONS

1. **Noxious or Offensive Activities** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which would endanger the health or disturb the reasonable enjoyment of any other lot owner in the Subdivision. No noise or disturbing sound shall be permitted to exist on any lot so as to be offensive or detrimental to the occupants of any other lot. Refuse, garbage and trash shall be kept at all times in covered,

sanitary containers, or enclosed areas designed for such purpose. Aluminum foil and similar materials shall not be permitted in any exterior windows.

2. **Temporary Structures** No structure of a temporary character, including a trailer, tent, shack, or any other such building, shall be allowed on any lot at any time, either as a residence, for storage, or for any other purpose.
3. **Parking of Outdoor Vehicles** In order to prevent unsafe and unsightly vehicles from being parked on the street for long periods of time, no automobiles, RVs, boats, equipment, motorhomes, or other similar vehicles shall be parked or stored on a public street or right of way within the Subdivision for more than 72 consecutive hours. However, any such vehicle(s) may be stored on site as long as it is stored in a garage or parking stall (pad) alongside the garage or behind the garage. The ACC may enforce this provision by giving notice to the owner of the violation, or when the owner is not readily available, by giving notice in the form of a written request placed on the vehicle in question and subsequently by notifying proper city authorities. Pursuant to city ordinances, vehicles in violation of this part may be towed, at the owner's expense. Unless otherwise approved by the ACC, no commercial business equipment is allowed in the Subdivision, other than temporary work equipment required solely for the building of homes.
4. **Home Based Businesses** No commercial business or activity of a permanent nature may be conducted within the Subdivision, without the express written consent of the ACC. In making the determination of whether to allow a proposed business, the ACC shall primarily consider the traffic potentially generated by the business, the degree to which equipment related to the business will be stored in outside areas visible to other lot owners, and any other extent to which other property owners may be negatively impacted by the business. Any such business approved by the ACC must be in compliance with the ordinances of the City of St. George.
5. **Number of Families Per Lot** It is intended and understood that no more than one (1) family unit shall be permitted to live on any given lot within the Subdivision. Notwithstanding the foregoing, live-in help as well as immediate family members, their spouses and children are permitted to occupy the premises with the lot owner.
6. **Nonresidential Accessory Uses of Lots** While the lots in the Subdivision are intended for residential use, accessory uses of lots may include the keeping of household pets, raising crops, gardening, horticulture, and similar self-sustaining or home production types of uses as long as the same are in compliance with zoning requirements of the City of St. George. However, none of the listed uses may be pursued on any lot until after a residence has been built thereon and the residence is occupied. Household pets must also be properly restrained so as not to form a menace or nuisance to the other lot owners, and owners of such animals shall be liable for any harm or damage to persons or property caused by such animals.

7. Mineral Exploration No portion of the Subdivision or any lot thereon shall be used in any manner to explore for or to remove any oil or mineral from the earth. No drilling, exploration, refining, quarrying or mining operations of any kind shall be permitted.

ARTICLE VI GENERAL PROVISIONS

1. Enforcement If any party or their heirs, assigns or successors shall violate any of the Covenants contained in this Declaration, all lot owners, the Declarant or Declarant's successor, and/or first mortgagees of lots in the Subdivision as well as the ACC shall have the right, but not the duty, to compel compliance with the terms of the Declaration by way of proceedings at law or in equity against the person or persons in violation. In any such suit, the party seeking to enforce this Declaration shall be entitled to recover from the party in violation any damages suffered by the party due to the violation, as well as attorney fees, costs of court, and other costs resulting from the violation. Failure by the ACC to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

2. Corrective Actions by ACC In the event a lot owner violates any of the restrictions in this Declaration, or in the event of a failure of a lot owner to comply with a written directive of the ACC, in addition to all enforcement rights described elsewhere in this Declaration, the ACC shall have the right to correct the violation or perform the subject of such directive or order. This right shall include, if permitted by applicable law, the right to enter upon the lot to pursue the performance, and the cost of such performance shall thereafter be charged to the owner of the lot in question and shall be due within five (5) business days after the lot owner's receipt of a written demand therefor. If the lot owner refuses to pay this amount, the ACC may recover the cost either by pursuing an action at law against such individual lot owner, with the lot owner liable for reasonable attorney fees and costs associated with such suit, or the ACC may place a lien on the lot.

3. Amendment Except as otherwise provided, this Declaration may be amended in writing at any time as long as the amendment does not affect property values or increase the cost of building on unoccupied lots. The document pertaining to any such amendment is to be in recordable form, and shall be approved in writing by not less than three fourths (3/4) of the property owners within the Subdivision. If a proposed amendment *does* impact property values or increases the cost of building on unoccupied lots, a ninety percent (90%) approval of all lot owners and of all first mortgagees of lots is required before said amendment will become effective.

4. Annexation of Land While it is intended that the Subdivision continues as now identified on the plat without annexing or adding any additional land thereto, Declarant reserves the right to add additional lots to the Subdivision in its sole discretion.

5. Covenants to Run with the Land These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, including their heirs, successors and assigns. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any

lot subject to this Declaration, their respective legal representative, heirs, successors and assigns for the term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years.

6. Fences/Walls along Property Lines Lot owners shall be individually responsible to arrange for the sharing or allocation of costs associated with constructing walls along the property line bordering the property of adjacent lot owners. All such walls must be approved by the ACC, and shall comply with all applicable requirements of this Declaration.
7. Cable TV Inasmuch as cable companies operate on their own schedule and will only come into this area when there are a certain number of people per mile, Declarant makes no guarantee, representation or promise in relation to the existence or potential for cable TV in this Subdivision.
8. Consistency with City Ordinances In the event any covenant or restriction in this Declaration is inconsistent or in conflict with restrictions set forth in the ordinances of the City of St. George, the city ordinances shall govern so long as the restrictions contained therein are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the city ordinances, the terms of this Declaration shall be enforced.
9. Severability Whenever possible, each provision and restriction in this Declaration shall be interpreted in such manner as to be valid under applicable law; but if any one of these restrictions is held invalid or for any reason becomes unenforceable, such invalidity shall in no way alter or invalidate the remainder of the restrictions or covenants contained herein.
10. Leases All lease agreements between any lot owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. All applicable obligations of the lot owner under this Declaration shall continue, notwithstanding that he may have leased the property to another party. All leases shall be in writing, and a copy shall be provided to the ACC if it so demands.
11. Assignment of Power Any and all rights and powers of the Declarant herein contained may be delegated, transferred or assigned. Wherever the term Declarant is used herein, it includes assigns or successor in interest of the Declarant.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 12th day of September, 2002

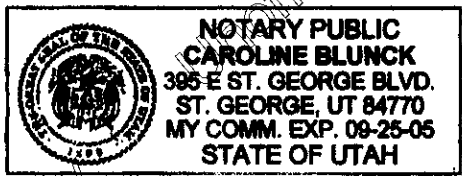
DECLARANT:

FREHNER-LARKIN, INC.

[Signature]
Derrill C. Larkin/President

STATE OF UTAH)
: ss
County of Washington)

On the 12th day of SEPTEMBER 2002, personally appeared before me Derrill C. Larkin, President of FREHNER-LARKIN, INC., who duly acknowledged to me that he is authorized to sign the foregoing Declaration of Covenants, Conditions, and Restrictions for Sage Hollow Subdivision on behalf of FREHNER-LARKIN, INC. for the purpose stated therein.



[Signature]
Notary Public

I/we _____, Buyer(s) of Lot _____ hereby confirm that I/we have received a copy of the Declaration of Covenants, Conditions, and Restrictions of Sage Hollow Subdivision, have read and understand same and accept it in its entirety.

Date

Date

EXHIBIT "A"**LEGAL DESCRIPTION**

BEGINNING AT A POINT N 88° 39'36" W 1163.05 FEET ALONG THE SECTION LINE AND N 01° 20'24" E 64.99 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHWEST CORNER OF 'LOT 1, SKYLINE ESTATES SUBDIVISION' AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 2450 SOUTH STREET, A 80.00 FOOT PUBLIC STREET, AND RUNNING THENCE ALONG SAID NORTH RIGHT OF WAY FOR THE FOLLOWING 5 COURSES: N 89° 08'32" W 114.75 FEET TO THE POINT OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 90° 28'56" AND ALONG THE ARC OF SAID CURVE 47.38 FEET; THENCE N 89°43'15" W 50.00 FEET TO A POINT ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N 88°39'36" W); THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 89°31'04" AND ALONG THE ARC OF SAID CURVE 46.87 FEET TO THE POINT OF TANGENCY; THENCE N 89°08'32" W 115.26 FEET; THENCE N 01° 20'24" E 1274.32 FEET TO A POINT ON THE NORTH LINE OF SECTIONAL LOT 8; THENCE S 89°26'27" E 340.03 FEET ALONG SAID SECTIONAL LOT 8 TO THE NORTHWEST CORNER OF LOT 12 OF SAID SKYLINE ESTATES SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION S 01°20'24" W 1276.09 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
RULES AND REGULATIONS OF THE
SAGE HOLLOW SUBDIVISION
ARCHITECTURAL CONTROL COMMITTEE

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "ACC") must be maintained, the ACC 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 ACC 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 of Sage Hollow Subdivision. The protective covenants for Sage Hollow Subdivision are on record in the office of the Recorder, Washington County, Utah, St. George, Utah. Any violations of these guidelines, or the restrictions or protective 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 Sage Hollow Subdivision without the issuance of a building permit by the City of St. George building inspector. A set of drawings and specifications with Sage Hollow Subdivision stamp of approval must be submitted to the building inspector to obtain a permit. This stamp of approval will be given upon compliance with all provisions stated in the protective covenants and conditions and these rules and regulations and the execution of the final agreement page of these rules by the lot owner

SECTION "A"

THREE (3) complete sets of plans shall be submitted to the ACC and shall contain the minimum exhibits as listed below. Two (2) sets will be stamped and returned, one for the City building inspector and one for construction use. The ACC will retain the third set.

A. SITE PLAN

1. Scale $1/8" = 1'$ or $1" = 10'$. Scale must be noted.
2. Indicate lot number and street name.
3. Indicate setback from street (front yard minimum setback is 35 feet and side yard minimum setbacks are 12 feet and 10 feet, and the rear yard setback is 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 ACC and a determination will follow.)
6. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof.

B. FLOOR PLAN

1. Scale $1/4" = 1'0"$. Show 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. Location of these items must be in the rear of the house and out of street view. (Special consideration will be given when rear installation is not feasible. In such a 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. Scale $\frac{1}{4}$ " = 1'0".

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall not be extreme. The color scheme should complement the neighborhood. Earth tones or darker stucco colors are recommended. No white or pastel colors are allowed. The ACC 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.

E. CONSTRUCTION AND MATERIALS WHICH ARE NOT ACCEPTABLE

1. Pre-manufactured houses.
2. Earth or berm houses.
3. Re-located houses.
4. Used materials other than brick
5. Dome structures

F. ACCEPTABLE ROOFING MATERIALS

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

G. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of each house will not be less than 1,850 square feet on the main floor, exclusive of garages, porches, patios, and/or storage. In the case of a two-story house, the finished area above the grade will not be less than 2,200 square feet with the main floor having a minimum of 1,600 square feet.
2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.
3. All homes are to have as a minimum a two-car garage attached or detached.
4. Walls and swimming pools will follow the St. George zoning requirements.
5. All required landscaping will be completed within 120 days after the date of occupancy.
6. Campers, boats, pickups and other recreational and commercial vehicles must be kept in a garage or on a concrete (or other suitable material) pad at the side or in the rear of the house.
7. All walls around houses shall conform to the St. George zoning requirements, and to the guidelines established above in the CC&R's.
8. No blasting of any kind will be allowed.

H. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities 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 change the direction of flow of drainage channels in the easements, 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 "B"

DURING THE COURSE OF CONSTRUCTION, APPLICANT AND CONTRACTOR WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

- A. **DAILY:** All garbage and construction waste materials must be kept in a container.
- B. **DAILY:** No materials may be stored, piled or put on any adjacent lots, roads or natural areas.
- C. **DAILY:** 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 surrounding neighborhood.

SECTION "C"

REFUNDS OR FORFEITURES OF DEPOSITS

- A. A deposit of FIVE HUNDRED DOLLARS (\$500.00) will be included by the Applicant with each submittal for consideration by the ACC.
- B. FIFTY DOLLARS (\$50.00) will be used by the ACC to compensate for secretarial and bookkeeping fees and other expenses.
- C. The remaining FOUR HUNDRED FIFTY DOLLARS (\$450.00) will be returned to the Applicant at the completion of the house and front yard landscaping, providing all of the conditions contained herein have been met.
- D. If any ACC inspections reveal any violations as noted in SECTION "B" above, a FIFTY DOLLAR (\$50.00) penalty violation shall be charged for each violation issued and withdrawn from the deposit. A notification will be given for a 24 HOUR LIMIT to rectify the situation, after which time the ACC may impose an additional ONE HUNDRED FIFTY DOLLARS (\$150.00) penalty for expenses incurred in remedying the violation which also will be withdrawn from the Applicant's deposit.
- E. If a building deviation is found from the Applicant's approved plans and conditions of approval a ONE HUNDRED DOLLAR (\$100.00) building deviation fine may be invoked against the

Applicant and withdrawn from the deposit. All deviations and variances have to be approved by the ACC.

- F. At completion of construction, the contractor or owner will call for a final inspection by the ACC.
- G. The deposit will be refunded if it is determined that all provisions have been complied with, that the house plans as originally approved have been followed, that the premises have been cleaned up and the front yard has been landscaped in accordance with the provisions set forth in the CC&R's.
- H. If it is determined that any conditions have not been met, the Contractor or Owner will be given THIRTY (30) days to comply, after which time the deposit will be forfeited and legal action may result.
- I. TIME LIMIT on DEPOST REFUNDS is one hundred twenty (120) days from the date of issuance of a Certificate of Occupancy by the City.
- J. Issuance of an ACC Stamp of Approval obligates the contractor or owner to carry construction to a stage of substantial completion within eight (8) months from date construction commenced. Substantial completion means that the exterior of the house is complete. Date of completion is determined to be the date when final power is approved and turned on.
- K. After a building permit is issued, construction must be started within ONE HUNDRED EIGHTY (180) calendar days, or the deposit will be forfeited.

The undersigned owner hereby accepts the above rules and regulations, and agrees to abide by them.

Name

Lot #

Date