

When Recorded Return to

Doug Dance
1049 Eden Prairie Way
Midway, UT 84049

**SECOND AMENDMENT OF DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND MANAGEMENT POLICIES**

THIS SECOND AMENDMENT OF DECLARATION, made on the date hereinafter set forth by RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., a Utah non-profit corporation, hereinafter referred to as "Association" and River Bluffs Development LLC (the assignee of Wasatch Mountain Investment Partners, LLC), a Utah limited liability corporation and its successors or assigns, and Kyle Baird and Blaik Baird individually and their successors or assigns hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant and Association are the owners of certain property in the County of Summit, State of Utah, which is more particularly described as River Bluffs Estates and is located at approximately 350 West Hilltop Road.

NOW THEREFORE, Declarant and Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, and Management Policies which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS:**

Section 1. "Declarant" and/or "Developer" shall mean and refer to River Bluffs Development, LLC, its successors and assigns and individually Kyle Baird and Blaik Baird and their successors or assigns.

Section 2 "Association" shall mean and refer to RIVER BLUFFS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area that will be owned by the Association at the time of the conveyance of the first lot as described on the River Bluffs Subdivision Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628 and any subsequent recorded documents amending or referencing this document.

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 72.00 BY RIVER BLUFFS HOA



Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the properties with the exception of the Common Area.

Section 7. "Building Area" shall mean and refer to the only portion of the lot on which a home may be constructed.

Section 8. "Development" shall mean and refer to the River Bluffs Subdivision Phase One as shown on River Bluffs Subdivision Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628; and the Ratification & Owners Declaration recorded 10/17/2012 in Summit County Entry 955270 Book 2151 Page 1484; or any future phase within the River Bluffs Subdivision.

Section 9. "Member" shall mean and refer to an Owner as defined above. Members may be either Class A members or Class B members. Member Class definitions and voting rights for each class of member are defined in Article VII below.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the trails and Common areas which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the trail and Common Areas;
- (b) the right of the Association to suspend the voting rights and right to the use of the facilities by an owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its rules and regulations as set forth in this Declaration and as may be published by the Board of Trustees of the Association;
- (c) The right of the Association to dedicate or transfer all or any part of the trail easement area or Common Areas to any public agency or authority for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds, (2/3), of the members agreeing to such dedication or transfer has been recorded;

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the trail and Common Areas and facilities to the members of his family who reside on the property, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Vehicle parking shall be confined to each Lot.

Section 4. Owners of those lots designated as horse property have the right to keep such horses or ponies on their lots as may be allowed by Francis Town.

ARTICLE III EXTERIOR MAINTENANCE

Section 1. The exterior maintenance of each building and lot shall be the responsibility of the individual owner. Maintenance shall include paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, drives and other exterior improvements.

Section 2. In the event an Owner fails to maintain the exterior of his buildings and the appearance of his lot in a manner satisfactory to the Association's Board of Trustees, then, after a resolution passed by at least two-thirds, (2/3), of the Association's Board of Trustees, the Association shall have the right, through its agents and employees, to require such Owner to repair, maintain and restore such Private Areas to a standard consistent with the Development. If the Owner fails to make such repairs then after a 14 day notice, the Association shall contract for the necessary clean up and maintenance and the cost of such work shall be immediately reimbursed by the Lot Owner.

ARTICLE IV DESCRIPTION OF PROPOSED PROJECT

Section 1. Type of Project. The project is proposed under the Standards of Francis Town. The property has been platted into twenty-two (22) .4 to .6 acre and four (4) .2 to .25 acre lots in Phase One. Thirty-three (33) .4 to .6 acre and two (2) .2 to .25 acre lots are projected for Phase Two. The development has access to Hilltop Road and State Road 32. Each lot will be served by Francis Town for culinary purposes.

Section 2. Maps. The following maps are attached: Exhibit A is the plat for Plat A or Phase One. Exhibit B is the master plan for the entire development and includes Phase Two.

Section 3. Staged Development. The proposed development will be completed in two phases. Phase One will consist of 26 residential lots and the Common Areas A and B. Phase Two will include 35 residential lots and this declaration will be amended to include these additional lots when River Bluffs Subdivision Plat B is recorded.

ARTICLE V ENVIRONMENTAL CONSEQUENCES OF PROPOSED PROJECT

Section 1. Soil Erosion and Control of Erosion. The following steps shall be required to minimize the soil erosion potential on the development.

- (a) Any vertical slope cuts for building pads shall be limited to a maximum of ten (10) vertical feet.
- (b) All vertical cuts shall be either cribbed or re-vegetated with natural soils and planted with grasses.

Section 2. Waste Disposal Facilities. Liquid waste will be disposed of by each individual according to local ordinances. Solid waste will be removed from each Lot by owner placing it on an approved location at the entrance of each property, in an approved container to be picked up on a scheduled basis by a designated waste disposal company.

Section 3. Fire hazards. Control of fire hazards will be facilitated through the installation of fire hydrants in the development. Fire protection is provided by the South Summit Fire District.

Section 4. Flood Hazards and Control of Floods. The surface water run-off from the project will be contained in Sumps and Retention Basins. Each lot owner will be

responsible to retain surface water run-off within his own property boundary. None of the development lies within a Flood Zone.

ARTICLE VI RESTRICTIONS

Section 1. **Size and style of Homes and Buildings.** All homes shall be single family dwellings. Unless a variance is specifically approved by the Architectural Control Committee, the following requirements apply: Lots 1-13, 18-26 must be a minimum of 1,500 square feet of living space on the main level for two story homes, and 1,800 square feet for rambler style homes (exclusive of porches, patios, and garages). All barns and outbuildings must be designed to be compatible to the development. On lot numbers 14-17 all homes shall be single family dwellings and must be a minimum of 900 square feet of living space on the main level for two story homes, and 1,100 square feet for rambler style homes (exclusive of porches, patios, and garages). No barns or outbuildings are allowed on these four (4) lots. Prior to submission of building permits to Francis Town, all building plans, elevations, and materials are subject to review, modification, and approval of the Architectural Control Committee and must meet the River Bluffs Architectural Design Guidelines (see Exhibit C for the Architectural Design Guidelines as of July 16, 2012) unless an exception is specifically approved by the Architectural Control Committee. As outlined in Article IX, Section 2, the Architectural Design Guidelines may be amended at any time by the Association's Board of Trustees.

Section 2. **Residential Use.** Each Lot shall be occupied and used by its Owner only as a private residence dwelling for the Owner, his family, tenants and social guests and shall further conform to applicable zoning ordinance requirements of Francis Town.

Section 3. **Building.** All home construction will be subject to a Francis Town building permit. Upon the request for a building permit, builders will submit a plan, approved by the Architectural Control Committee, to the Francis Town Building Department.

Section 4. **Setbacks.** The owner will follow the Francis Town Ordinance in its requirement of setbacks from roads and property lines with the exception of those lots in Phase Two that are adjacent to Hill Top Road and designated as bluff view lots. They are required to have a minimum rear setback of 35 feet. This setback requirement for bluff view lots applies to both the primary residence as well as to any other buildings on the property. Lot 1 has a 30 foot setback from the lot line adjacent to common area A.

Section 5. **Parking.** All permanent parking will be confined to the individual Lots, not on road right-of-ways or Common Area.

Section 6. **Solid Waste.** Solid waste will be removed from each individually owned lot by owner placing it on an approved location at the entrance of the Lot, in an approved container, to be collected on a scheduled basis by a designated waste collection company. Solid waste left around individual lots or piled in an unsightly manner is not allowed.

Section 7. **Unsightly Storage and Materials.** So as to preserve and protect the appearance of the development all unsightly objects such as trash piles, broken or unfinished buildings, worn-out or unused vehicles, broken or inappropriate fencing, and/or any other unsightly objects which devalue the surrounding area are not allowed. Individual Lots are not to be used as storage areas.

Section 9. Alteration. No Owner shall make structural alterations or modifications to his Lot and dwelling or other exterior attachments, antennas, (other than regular TV antennas), signs, (except property for sale signs), or advertising devices without the prior written approval of the Architectural Control Committee. The Committee shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the development.

Section 10. Improper Activities. No unlawful activities shall be carried on in any Lot or upon the trail or Common Area, nor shall anything be done which may be a nuisance to the Owners. No Owner shall store any dangerous explosives or inflammable materials either in his dwelling, on his Lot, or upon the trail or Common Area, or permit anything to be done or to keep or permit to be kept in his dwelling, on his Lot, or on the trail or Common Area anything that will increase risk within the development.

Section 11. Fencing. Fencing other than that designated by the Architectural Control Committee is not permitted. Fencing materials shall be out of wood and shall be either split rail or pole in construction unless specifically approved by Architectural Control Committee.

Section 12. Snow Removal. It shall be the duty of every property owner to clear the sidewalks (trails) at the perimeter of his property from accumulation of snow within a period of eight hours from the end of each storm. It shall be unlawful to permit an accumulation of more than one inch (1") of snow to remain on the sidewalk (trail) for more than eight (8) hours at a time.

Section 13. Use of trail. The trails or Common Areas shall not be used for storage of supplies, personal property or trash or refuse of any kind. The use of motorized vehicles on the trails or Common Area is not permitted. Entrances, sidewalks, yards, driveways or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes.

Section 14. Animals. Owners desiring to keep animals other than two (2) dogs and/or two (2) cats on their lots must be approved by the Architectural Control Committee as to the number and types of animals they wish to keep. All dogs shall be restricted to the Owner's lot with either invisible barriers or fencing approved under Article VI Section 11 of this agreement—no wire fencing is allowed unless it is completely screened from the view of all adjoining lots. Dog Runs and dog houses must be placed at the side or rear of the residence and may not be closer than 50 feet to any residence other than that of the Owner of the run or kennel or within 30 feet of any horse trail. The Owner is required to keep his dog(s) on a leash while in the Common Areas. Owners are responsible for picking up their pets' waste in public and common areas. Owners are responsible for ensuring that their pets are not disruptive or a nuisance to other owners including destroying property, excessive noises in continuous or untimely fashion, and/or molesting or harassing passersby. The Association may require an Owner to remove nuisance pets due to noise, running at large, sanitary violations, or other violations of local ordinances. The Association Board of Trustees may also create and impose a schedule of fines for violations of these restrictions. Guidelines established by the developer are as follows: No wild or dangerous animals shall be kept within the development. No cows, goats, lamas, sheep, or swine are allowed. Horses are restricted to designated horse lots and the number of horses allowed must be consistent with Francis City ordinance requirements. Property designated for horses include lots 1-6 in Phase One.

The construction of shelter facilities for all animals, including stomp lots required for horses, must be approved by the Architectural Control Committee. Stomp lots shall have a

soil berm or a concrete wall constructed on the down gradient of the lot, that will result in the stomp lot containing the runoff from a 24-hour, 10-year storm event. All stomp lots shall be cleaned monthly.

Watering facilities for animals shall be located within the area of the stomp lot and approved by the Architectural Control Committee. In approving water facilities the Committee shall determine that the proposed watering facility has a water control feature to prevent overflow and is located on a concrete base surrounded by a gravel area of not less than 10 feet.

Wire fences shall not be used to confine animals. The storage of hay shall be restricted to an area behind residences of at least ten feet from neighboring lot lines.

Section 15. Vacant Lot Maintenance. Owners are required to maintain the appearance of their vacant lot prior to building. The lot must be kept free of debris and noxious weeds and all vegetation must be maintained to a height of less than one foot. If an Owner fails to maintain his lot, then the Association has full access to his lot and the Association shall contract for the necessary maintenance. The Owner hereby agrees to immediately reimburse the Association for all costs it incurs for such maintenance.

Section 16. Chevron Pipeline Easement. Owners of Lots acknowledge and agree to abide by the **Pipeline Crossing Standards** as attached. In particular, the Owners of Lots 7, 8, 20, 22, and 23 in Phase One and any lots in Phase Two adjacent to the **Chevron Pipeline Easement** acknowledge that the Chevron Pipeline Easement exists upon their property and these Lot Owners agree to not plant trees or bushes and to not construct any fences upon this easement and in respects abide by the **Pipeline Crossing Standards**. Lot Owners of Lots 7, 8, 20, 22, and 23 in Phase One and any lots in Phase Two adjacent to the **Chevron Pipeline Easement** need to provide 48 inches of cover over the pipeline section in their lots and acknowledge and agree to abide by the **Chevron Pipe Line Company Easement**. The Owner of Lot 7 agrees to not install any utilities in the Chevron Easement along their boundary with the pipeline.

Section 17. Washington Irrigation Company Easement. Lot Owners of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 include a 10' ditch easement with Washington Irrigation Company on the north boundary of their lots. Washington Irrigation Company reserves the right, from time to time, to clean the ditch. Lot Owners that decide to install fences will need to install fences with 10' gates on the northern boundary to allow for occasional ditch cleaning, or be willing to remove the 10' portion of the fence, at their own expense, during cleaning by the ditch company.

ARTICLE VII MEMBERSHIP VOTING RIGHTS

Section 1. Every owner of a lot which is subject to Assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership in Phase One.

Class A. Class A members shall be all Owners, with the exception of those owned by the Developer. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Developer and shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, for all lots in Phase One

(b) or on December 31, 2017.

Section 3. Phase Two shall have the same requirements as noted in Section 2 with the exception that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, for all lots in Phase One

(b) or on December 31, 2028.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual calendar year Assessment and special Assessments described in this Article, together with the hereinafter provided for interest and costs of collection, and reasonable attorney's fees. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. The lien shall pass and run with the land.

Section 2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Development and for the improvement and maintenance of the park and detention basin (including watering, mowing, and maintaining the tot lot) and trail and Common Areas (including trail corridor, fencing, and weed control on any of the foregoing,) and snow removal.

Section 3. Maximum Annual Calendar Year Assessment. Following the conveyance of the first Lot to an Owner, the maximum annual calendar year Assessment for Class A and B members shall not exceed \$400.00 per Lot. This does not include a special Horse Lot Assessment for Horse Lots (lots 1-6 and any lots so designated as Horse Lots in Phase Two) of an additional \$100.00 per Lot. This special Horse Lot Assessment will be

determined annually by the Association's Board of Trustees in future years but shall not exceed 30% of the annual calendar year Assessment. From and after the conveyance of the first Lot to an Owner, the maximum annual calendar year Assessment may not be increased each year by more than 7% above the maximum Assessment for the previous year without a vote of the membership.

- (a) Following the conveyance of the first Lot to an Owner, the maximum annual calendar year Assessment may be increased above 7% by a vote of two-thirds (2/3) of all votes which are voted in person or by proxy, at a meeting duly called for this purpose.
- (b) The Association's Board of Trustees may fix the annual calendar year Assessment at an amount not in excess of the maximum.

Section 4. Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 5. Special Assessments for Capital Improvements. In addition to the annual calendar year Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the trails or Common Areas, including fencing, fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such Assessment shall have the assent of two-thirds (2/3) of total votes from all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any Assessment not be expended by the Association in the year of its collection or it may provide that the Assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such Assessment funds as an agent for the members until the year in which the expenditures of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making expenditure.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty-six percent (66%) of the total of the combined votes of all classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual calendar year and special Assessments shall be fixed at a uniform rate for all Lots within each class of membership except for lots 1-6 and any lots so designated as a Horse Lot in Phase Two which may be subject to a special Horse Lot Assessment or any other unusual conditions, and may be collected on a annual, quarterly, or monthly basis as determined by the Association's Board of Trustees.

Section 8. Date of Commencement of Annual Assessments/Due Dates. The annual Assessments provided for herein shall be due and payable as of the date of the sale of the first lot or later if so designated by the Association's Board of Trustees. The Association's Board of Trustees shall fix the amount of the annual calendar year Assessment against each Lot at least thirty (30) days in advance of each annual calendar year Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the Assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments/Remedies/ Penalties/ Fines (hereafter "Assessments") to the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the trail or Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 11. Allocation of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

Section 12. Suspension of Voting Rights. If an Owner has a delinquent Assessment balance, the Association may suspend their right to vote.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1. General Guidelines. The architectural style of River Bluffs Subdivision is defined in the attached Architecture Design Guidelines. Materials and design should be consistent with the Architectural Design Guidelines unless specifically approved by the Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony or external design and location by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Trustees of the Association. See Exhibit C, the Architecture Design Guidelines for plan and landscaping submission requirements. In the event said Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in a complete form to it, application may be made to the Board of Trustees of the Association for approval.

Section 2. Architecture Design Guidelines. To provide consistency, the Association's Board of Trustees has established Architecture Design Guidelines attached as Exhibit C. The Architecture Design Guidelines may be amended from time to time by the Association's Board of Trustees upon recommendation of the Architectural Control Committee. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Architecture Design Guidelines in effect on the date the Lot Owner submits his plans to the Architectural Control Committee. Reference must be made to the current Architecture Design Guidelines for additional requirements and conditions for the design and construction of structures.

Section 3. Landscaping. Landscaping, front, sides and rear, must be acceptably completed within 90 days of receiving occupancy or no later than May 31 if occupancy is received between September and March. Homes that are not landscaped shall be subject to a penalty/Assessment that will be used exclusively to complete acceptable landscaping. The Architectural Control Committee will determine what constitutes acceptable landscaping. The Board of Trustees of the Association has the right to impose this penalty/Assessment.

ARTICLE X INSURANCE

Section 1. Types of Insurance. The Association shall obtain from insurance companies licensed to do business in the State of Utah and shall keep in full force and effect at all times the following types of insurance covering the Common Area and shall pay the premiums thereon as a Common Expense.

(a) Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Common Areas and facilities of the project in such amounts as shall provide for the maximum insurable replacement thereof in the event of damage or destruction. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project or any portion thereof.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration. The Association' Board of Trustees may levy fines against an Owner for any violation committed by the Owner, their guests, tenants, family members, or

invitees of the Declaration, By-Laws, or rules and regulations. Fines shall be levied in accordance with a schedule of fines and procedures set forth in a Board resolution. Fines shall be considered Assessments and shall be collectable in the same manner as Assessments, including the use of liens and foreclosure. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Hearings. The following provisions apply whenever a hearing in front of the Board is required by Utah law, this Declaration, the Bylaws, or the rules and regulations:

a. Requesting a Hearing: A request for hearing on a fine must be made in writing within 15 days of the assessment of the fine. A request for hearing on any other issue for which a hearing made be requested must be made within the time required by the Declaration or law. To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Board has sole authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

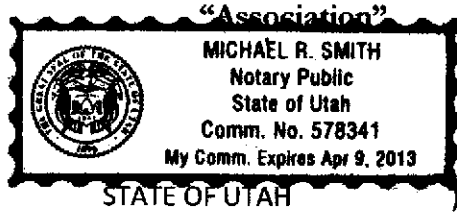
b. Hearing Procedures/Decision: The hearing shall be conducted by one to three Board members or hearing officers appointed by the Board. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Board or hearing officers shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing is conducted by a hearing officer or hearing officers, the officers shall take the evidence under advisement, then shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. If any member of the Board is present at the hearing, the member or members present may make a final determination at the hearing or may take the matter under advisement. Once a

decision is rendered, the Board shall give written notice of their decision to the requesting Owner.

Section 3. Severability. Invalidations of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners voting not less than sixty six percent (66%) of the combined votes from all the classes of Lot Owners, and thereafter by an instrument signed by Owners voting not less than sixty six percent (66%) of the combined votes from all the classes of Lot Owners. Any amendment must be recorded in the office of the County Recorder before such amendment shall become effective.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of OCTOBER, 2012.



River Bluffs Home Owners Association Inc

[Handwritten Signature]

, its Chairman of Board of Trustees

STATE OF UTAH

: ss.

COUNTY OF WASATCH)

I hereby certify that on the 18th day of October, 2012, personally appeared before me Douglas Dance, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Chairman of Board of Trustees of River Bluffs Home Owners Association, Inc.

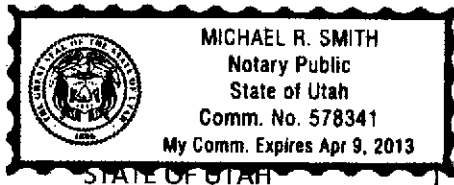
[Handwritten Signature]
NOTARY PUBLIC

**"Declarant" and "Developer" and
Owner of Lots 1-5, 7-12, 18-19, and 21-26 and
Holder of 92% of the Association voting rights**

River Bluffs Development, LLC

[Handwritten Signature]

Douglas Dance its Manager



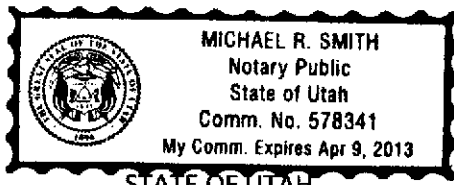
STATE OF UTAH

: ss.

COUNTY OF WASATCH)

I hereby certify that on the 18th day of October, 2012, personally appeared before me DOUGLAS DANCE, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Manager of River Bluffs Development LLC.

[Handwritten Signature]
NOTARY PUBLIC



STATE OF UTAH

: ss.

COUNTY OF WASATCH)

And individually

[Handwritten Signature]

Kyle Baird

Mountainland Community Housing Trust, owner of Lots 14, 15, 16, 17, 18

By Scott Loomis, its EXECUTIVE DIRECTOR

STATE OF UTAH)
 : SS.
COUNTY OF Summit)

I hereby certify that on the 25th day of March, 2013, personally appeared before me Scott Loomis, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Scott Loomis of Mountainland Community Housing Trust .

[Signature]
NOTARY PUBLIC



Tyler or Larry or Robyn Headrick, Representing the Owners of Lot 6

[Signature]

STATE OF UTAH)
 : SS.
COUNTY OF Summit)

I hereby certify that on the 28th day of March, 2013, personally appeared before me Tyler Headrick, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as representing the owners of Lot 6 in River Bluffs Subdivision .

[Signature]
NOTARY PUBLIC



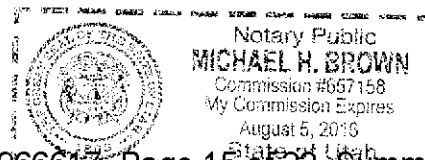
Fieldstone Utah Investors, LLC Owner of Lot 13

[Signature]
By Troy Gabler, its manager

STATE OF UTAH)
 : SS.
COUNTY OF Wasatch)

I hereby certify that on the 10th day of January, 2013, personally appeared before me TROY GABLER, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Manager of Fieldstone Utah Investors, LLC .

[Signature]
NOTARY PUBLIC



Tiffany Anderson or Valerie or Stan Page, representing the Owners of Lot 21

Tiffany Anderson

STATE OF UTAH

: ss.

COUNTY OF Summit



I hereby certify that on the 20th day of March, 2013, personally appeared before me Tiffany Anderson, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as representing the owners of Lot 21 in River Bluffs Subdivision.

Nancy Dance
NOTARY PUBLIC

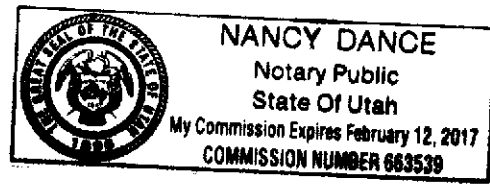


Exhibit A

Page 2

Property Description

BEGINNING AT A POINT WHICH IS NORTH 972.10 FEET AND WEST 1318.03 FEET FROM THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

AND RUNNING THENCE NORTH 88°57'20" WEST 106.66 FEET; THENCE SOUTH 01°46'24" WEST 3.35 FEET; THENCE NORTH 88°13'36" WEST 60.00 FEET; THENCE NORTH 88°22'00" WEST 100.00 FEET; THENCE SOUTH 31°31'52" WEST 195.10 FEET; THENCE SOUTH 90°00'00" WEST 280.62 FEET; THENCE NORTH 72°59'40" WEST 98.70 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE WESTERLY WITH A RADIUS OF 67.50 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 75°06'09" WEST; THENCE NORTHERLY 36.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°59'07" (CHORD BEARS NORTH 00°35'42" WEST 36.06 FEET); THENCE NORTH 68°21'09" EAST 170.93 FEET; THENCE NORTH 54°10'32" WEST 257.18 FEET; THENCE SOUTH 77°19'22" WEST 328.52 FEET; THENCE SOUTH 61°29'53" WEST 217.98 FEET; THENCE NORTH 47°07'33" WEST 175.99 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 765.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 36°39'01" EAST; THENCE SOUTHWESTERLY 42.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°08'40" (CHORD BEARS SOUTH 51°46'39" WEST 42.01 FEET); THENCE SOUTH 50°12'19" WEST 342.14 FEET; THENCE NORTH 47°27'03" WEST 162.99 FEET; THENCE NORTH 21°50'53" EAST 327.49 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 22°11'05" EAST 179.81 FEET ALONG AN EXISTING FENCE LINE; THENCE ALONG THE SOUTHERLY LINE OF THE WILD WILLOW SUBDIVISION THE FOLLOWING FIVE COURSES: (1) THENCE SOUTH 89°51'08" EAST 617.53 FEET; (2) THENCE SOUTH 89°29'36" EAST 413.17 FEET; (3) THENCE NORTH 89°49'26" EAST 215.37 FEET; (4) THENCE SOUTH 88°00'36" EAST 169.71 FEET; (5) THENCE SOUTH 89°37'10" EAST 231.57 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING FIVE COURSES: (1) SOUTH 13°18'49" EAST 55.45 FEET; (2) THENCE SOUTH 08°22'42" EAST 17.36 FEET; (3) THENCE SOUTH 01°54'04" WEST 13.14 FEET; (4) THENCE SOUTH 00°00'12" EAST 244.52 FEET; (5) THENCE SOUTH 01°11'59" WEST 54.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.95 ACRES.

Parcels

Lot #	Parcel #	Address
1	RIVBLF-A-1	588 Scenic Heights Rd
2	RIVBLF-A-2	552 Scenic Heights Rd
3	RIVBLF-A-3	1986 Bluff Crest Rd
4	RIVBLF-A-4	1962 Bluff Crest Rd
5	RIVBLF-A-5	1977 Bluff Crest Rd/1520 Scenic Heights
7	RIVBLF-A-7	460 Scenic Heights Rd
8	RIVBLF-A-8	422 Scenic Heights Rd
9	RIVBLF-A-9	392 Scenic Heights Rd
10	RIVBLF-A-10	366 Scenic Heights Rd
11	RIVBLF-A-11	338 Scenic Heights Rd
12	RIVBLF-A-12	306 Scenic Heights Rd
13	RIVBLF-A-13	270 Scenic Heights Rd
18	RIVBLF-A-18	319 Scenic Heights Rd/1989 Scenic Hgts
19	RIVBLF-A-19	2015 Scenic Heights Cir
20	RIVBLF-A-20	2010 Scenic Heights Cir
21	RIVBLF-A-21	1988 Scenic Hgts Cir/ 357 Scenic Hgts
22	RIVBLF-A-22	393 Scenic Heights Rd
23	RIVBLF-A-23	437 Scenic Heights Rd
24	RIVBLF-A-24	463 Heights Rd
25	RIVBLF-A-25	495 Scenic Heights Rd
26	RIVBLF-A-26	525 Scenic Heights Rd

Exhibit C

River Bluff Estates

Architectural Design Guidelines

Effective as of 12/27/2012

Design Philosophy

The goal of River Bluffs Estates is to create appealing and interesting homes that are complementary to the dominant beauty of its mountain setting. The principles objective of these guidelines is to encourage elements of architectural richness and variety to individual dwellings without allowing overly flashy or ostentatious designs.

Architectural Control Committee

The Architectural Control Committee of the River Bluffs Home Owners Association Inc has the responsibility for reviewing and approving home designs prior to a lot owner applying for a building permit. The Committee's approval includes but is not exclusively limited to the areas discussed in the below guidelines. However, this Committee also has the authority to approve modification of any of the below guidelines if in its sole opinion these modifications are consistent with the overall design philosophy of the development. Maximum consideration should be given to the preservation of the view corridors

Building Size

One of the goals of all owners and architects should be to preserve the highest quality home within the smallest possible volume consistent with the homeowner's need for space. Following are some minimum and maximum guidelines to facilitate the decision making process:

- Two-story
 - Minimum main floor of 1500 square feet
 - Maximum main floor of 3000 square feet
 - Second floor should generally be no larger than 80% of the main floor living area
- One-story
 - Minimum main floor of 1800 square feet
 - Maximum main floor of 3500 square feet

Set-Backs

Following are the minimum set-back requirements:

- 30' minimum front yard and side street set-back (except Lot 1).
- 35' minimum front yard set-back for Lot 1
- 12' minimum side yard set-backs—interior lots
- 25' minimum rear yard set-backs

Prefabricated Buildings

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted. This includes mobile homes, stock modular buildings or any other structure requiring transportation and set up in a partially completed state. It is possible, however, that some structures that are assembled off-site and completely disassembled for transportation, including log structures, may be permitted. Any such structures are subject to the approval of the Architectural Control Committee.

Height and Variability of Structures

Summit County and Francis Town ordinances limit allowable heights. Following are those guidelines that River Bluff Estates is subject to:

- 30' maximum height as defined by the current Francis City Development Code.

The Architectural Control Committee has the right to impose further height restrictions if, in their opinion, it is in the best interest of the overall development. Such cases are not expected and would be rare.

Architects who propose structures with more than one level should ensure that the higher level is not larger than 80% of the lower level.

Offsets or indentations in wall planes create visual interest and add depth. Architects are encouraged to add offsets in height and length at least every 20-30 feet.

Exterior Materials

There are many traditions in high country architecture that fit into the design philosophy of River Bluffs Estates. Variability when done tastefully, adds interest and character. The following guidelines should be taken into account during the design process.

- Exterior material should be natural in character and should be compatible with the native landscape.
- Predominant exterior materials consisting of wood or native stone, including wood shingles, wood shakes, board-on-board, board and batten, native stone or logs are strongly encouraged.
- Plywood siding is prohibited
- The use of metal siding, including aluminum, as well as fiberglass siding, vinyl siding or asbestos siding is prohibited.
- Unfinished metallic surfaces are not permitted except for copper
- Simulated or cultured stone will be allowed subject to Design Review Committee approval.
- Brick is allowed.
- Stucco is allowed, but should not exceed more than 60% of any one surface and must be well integrated into the overall exterior design.
- Use of Timbers is strongly encouraged.

The aesthetic merits of any combination of exterior materials are subject to the review and approval of the Architectural Control Committee.

Roofs

To the extent possible, the overall profile and articulation of the roof should add character and variability to the design of the home. Rooflines that appear overly “boxy” or symmetrical are discouraged. Covered terraces or porches must be fully integrated into the design of the home.

Homes are encouraged to have pitched or gabled roofs. Flat roof sections with shallow pitches will only be allowed when the dominant theme of the overall roofline is pitched or gabled. The dominant roof form is encouraged to have a minimum pitch of five feet by twelve feet and a maximum pitch of 10 feet by twelve feet.

Roofs should utilize a minimum of 30-year asphalt shingles where asphalt shingles are employed. Architectural grade shingles are encouraged. All roof materials are subject to the review and approval of the Architectural Control Committee.

Exterior Colors

The color of external materials should be generally earth tone in nature and should blend in with the natural landscape. Accent colors that are used judiciously may be permitted.

Colors approaching the primary range (red, blue, white, and yellow) will not be allowed. Nor should there be drastic contrast in value (light to dark). This applies to both paint and stain. White should only be used as an accent or “trim” color.

Plan Submission Requirements sent to the Architectural Control Committee either in printed form or as a PDF file by email:

- A. Site Plan @ 1" = 10' or greater scale and must include the following:
 - 1. Property boundaries
 - 2. Building setbacks
 - 3. Easements
 - 4. Building footprints (including garages, accessory buildings)
 - 5. Hard surface areas (driveways, patios, decks, walks and steps)
 - 6. Fences, walls and retaining walls
- B. Front, sides and back Elevations @ 1/8" = 1' or greater scale and must include the following:
 - 1. Exterior building materials (approximate representation and notes on drawings)
 - 2. Roof pitches
 - 3. Window and door configurations
 - 4. Dormers, skylights
 - 5. Elevation of the roof from the highest point of the roof to the top of foundation with an estimate of height of the foundation above the lot's natural grade.
- C. Building Floor Plans.
- F. Landscape Plan—note landscaping must be installed within 90 days of occupancy or no later than May 31 if occupancy is received between September and March. Please include a plan for the following:
 - 1. Plant materials at size within 5 years
 - 2. Paving materials (walls, pools, play areas, patios, etc.)
 - 3. Fences and walls
 - 4. Exterior landscape lighting
 - 5. Rocks and retaining walls