

Amended Restrictive Covenants
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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
KOLOB RANCHES ESTATES SUBDIVISION
PHASE 6C
WASHINGTON COUNTY, UTAH

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the 1st day of December, 2012, by Kolob Development, Inc., a Utah corporation, referred to below as "Declarant".

RECITALS:

A. Declarant was originally the owner of all of the Lots in Kolob Ranches Estates Subdivision, Phase 6C, according to the Official Plat thereof on file in the Office of the County Recorder of Washington County, Utah, and certain lots therein were sold and conveyed to other owners.

B. Declarant completed the development of a residential subdivision on the Property. Declarant conveyed certain of the Lots within the Subdivision to other owners subject to certain protective covenants, conditions and restrictions all as set forth in the prior Declaration, dated June 1, 2007 and recorded June 28, 2007 as entry #20070033598 in Washington County, Utah; and Declarant and other owners have agreed to the provisions hereof as amended and restated, and which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Lots.

C. Declarant with consent of the other owners hereby declares that all of the Lots shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of all the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values in the development by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of all the Owners of the Lots in Phase 6C. The covenants, conditions and restrictions, as amended, are intended to, and shall in all cases run with the title of the land, and be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Property in the Subdivision. The covenants, conditions and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from using any Lot owned by the Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are otherwise in compliance with applicable County ordinances.

ARTICLE I
DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration (including that portion hereof headed "Recitals"), shall have the following meanings:

"Accessory Dwelling Unit" shall mean a part of the dwelling unit on a Lot and used to provide housing for Owner's full time domestic employees or for guests who are not full time residents.

"Builder" shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement. In this context, the Owner may also be the Builder, provided that if the Owner is not acting as Builder, the Builder shall be a duly licensed contractor as defined by Utah State law. The Builder must be approved by the Committee based upon demonstrated experience and qualifications, professionalism and reputation.

"Building Envelope" shall mean an area within a Lot established by the Committee that contains the Floor Area of any Dwelling and allowable area to be disturbed during construction. The Subdivision's development philosophy mandates that property improvements preserve the essence of the existing natural environment, topography and vegetation. Therefore, the envelope shall be based on the natural features of the lot.

"County" shall mean Washington County, Utah and its appropriate departments, officials, and boards.

"Committee" shall mean the architectural committee created under Article II of this Declaration.

"Declarant" shall mean and refer to Kolob Development, Inc., a Utah corporation.

"Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of the Kolob Ranches Estates Subdivision, Phase 6C, which are incorporated into this Declaration by reference.

"Dwelling" or "Dwelling Unit" shall mean the single family residence built or to be built on any Lot.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not related living together as a unit who maintain a common household.

"Floor Area" shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure. Porches, patios, balconies and decks are not counted as Floor Area unless under roof and enclosed on three sides by the walls of the Dwelling. The first 600 square feet of attached garage space is not counted as Floor Area.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwelling Units, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Phase 6C Lots" shall mean Lots 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 308, 309, 310, 311, 312, 313, 314, 315, 316 and 317 as shown on the Plat of the Kolob Ranches Estates Subdivision, Phase 6C.

"Owner" shall mean the person or persons having title to any Lot as shown on the Plat of the Kolob Ranches Estates Subdivision, Phase 6C. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

"Permitted Fencing" shall mean any fences and their appurtenances installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the Plat of the Kolob Ranches Estates Subdivision, Phase 6C, as approved by the County and recorded in the office of the Washington County Recorder, and any amendments that may be made from time to time.

"Property" shall mean all of the land described on the Plat.

"Public View" shall mean that the object, Improvement, or activity on the Property is or would be viewable from any public streets, including Roadways within the Subdivision, and from any Lot.

"Roadway" shall mean those portions of the Property that have been or will be dedicated to Washington County as a public way, as shown and described on the Plat.

"Subdivision" shall mean the Kolob Ranches Estates Subdivision, Phase 6C, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

ARTICLE II ARCHITECTURAL COMMITTEE

2. Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Improvements which are compatible with the area landscape. The placement, dimensions, materials, colors, and Public View aspects of the Improvements will be guided, but still allow for diversity in style and vitality in design.

To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the architectural design standards set forth in this Declaration.

2.1. Architectural Committee Created. The Committee will consist of five (5) members. The initial Committee will consist of five people appointed by the Declarant, who do not need to be Owners. The Declarant also has the right to appoint up to two (2) additional alternate members of the Committee who may/shall attend all Committee meetings but only vote in the absence of any member of the Committee.

2.2. Approval by Committee. No Improvements of any kind, including without limitation the construction of any Dwelling Unit, garage, Accessory Dwelling Unit, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, fences, walls, curbs, poles, landscaping, satellite dishes or antennas, solar panels, or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

a. Plans submitted. Plans for the construction of any Improvement must be submitted to the Committee for review. The plans must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and all other structures or Improvements to be built; detailed drawings of elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample of each, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. The landscape plan shall also show a list of all plants to be used and their location along with the location of any landscape lighting. A complete drainage plan for the Lot shall also be provided for approval.

b. Design Review Fee and Construction Deposit Fee. The applicant shall pay a design review fee and a construction deposit fee to the Committee \$10,000 for each new Dwelling and \$3,000 for each addition or remodel. Design Review fees are charged to cover administrative costs, consultant fees, site inspections and other related costs of administering the Design Review process. Construction deposit fees are to cover the potential of fines that might be levied during the construction process arising from violations of the guidelines. A fee and fine schedule is listed in Appendix A, attached hereto and made a part of this Declaration. At the end of the construction process and after the completed Dwelling has been fully approved by the Committee, the remaining construction deposit fee will be refunded to the Owner.

c. Design Review Process. All new construction designs must follow a four-step approval process:

- Pre-Design Orientation
- Conceptual Design Review
- Preliminary Plan Review (non-refundable review fee required) (paragraph 2.2.6)
- Final Plan Review (additional fees and deposits required)

The Committee may allow smaller projects to proceed directly to the Final Plan Review.

1. Pre-Design Orientation Meeting. Before any design is started, a pre-design orientation meeting shall be required. This step precedes the conceptual design review. Prior to this meeting the property and Building Envelope shall be established. The owner or his representative, the designer/architect and Builder, if selected, are required to meet with a minimum of two (2) representatives of the Committee to review the proposed improvements. The discussion shall include:

- A visit to the project site to determine topography, natural elements to preserve, view corridors, etc.;
- Establishment of the Building Envelope;
- Establishment of the finished floor elevation;
- A review of the process of designing and building improvements within the Subdivision and the owner's role in that process;
- A review of the Subdivision's architectural and landscape philosophy;
- A review of the guidelines and updates;
- Any potential requests for variances by owner's consultants;
- A discussion of the required application forms (Appendix "B");
- A discussion of the Owner and Builder's Agreement (Appendix "C");

2. Conceptual Design Review. Conceptual design review is the first design review. This is not mandatory but highly encouraged. The purpose of this review is to give a general idea of the design to the Committee at an early stage of design so that the Committee can guide the designers in proper direction in case any of the requirements are misunderstood. No specific material is required for submission except for general sketches of the proposed project which would explain setbacks, Floor Area coverage, building heights and proposed finish floor elevations. Conceptual design need not go through a review by the Committee consultant nor should it need a lengthy time for review and comment. At least three of the members of the Committee shall review and approve conceptual plans. No additional fees are required for this review.

3. Preliminary Design Review. Preliminary design review is the first formal design review. This review is mandatory. If the owner wishes to apply for variances to any conditions of the guidelines, it should be formally addressed at this approval stage. The intent of preliminary design review is to evaluate the proposed design at a preliminary design level. Finding and avoiding conflicts with the guidelines will save the owner and design team considerable time and expense. A non-refundable review fee (see Appendix "A") is required for this review.

In the preliminary design review stage, the Committee and its consultants will focus on architectural form and fundamental relationships between the owner's proposed improvements and the surrounding environment. The Committee will not focus on each and every detail at this point; however, any variances will be closely scrutinized.

As part of the Preliminary Design Review phase, an Application Form will be filed and Review Fee paid. A completed application form (Appendix 'B' Application Forms) with the signature of the owner(s) and the non-refundable review fee (see Appendix 'A' Deposit, Fees & Penalty Schedule) for a building, shall be paid by check made payable to "Architectural Committee Phase 6C".

4. **Final Plan Review.** Final plan review material shall be an expansion of the preliminary submittal and shall be of a level equal to the customary working drawing stage in the field of architecture. Final plans must be in substantial compliance with the approved preliminary plans. In this review the design of the finalized building and site details will be scrutinized.

5. **Site Inspections.** There are three (3) building inspections required during construction of a custom residence. They are 1) Pre-slab, 2) Four-Way, 3) Final (including hardscape & landscape). In addition, a home with a basement or pool will require additional inspections. They are 1) Basement prior to pouring foundation for basement perimeter walls and 2) Pool location prior to digging. For these inspection fees, see Appendix 'A' Deposits, Fees & Penalty Schedule.

A minimum of a seventy-two hour (72) notice shall be given for each inspection to allow better scheduling of time. All inspections may be scheduled by calling the Committee at its current phone number and by email.

The Committee address and phone number and email address for all correspondence including notices will be provided to the Owner at the closing of purchase of a Lot and the Committee and Owner will keep each other advised of changes.

The intent of the basement inspection is to confirm that the structure is located in accordance with the approved plans, to insure the correct final floor elevation, and that no modifications are being made without a review and approval from the Committee. The Builder shall schedule this inspection prior to pouring foundation concrete. Envelope corners shall be staked and lines shall be pulled to assist the Committee's representatives as necessary.

The intent of the pre-slab inspection is to confirm that the slab will be poured in a position as approved by the Committee and that proper building setbacks and finished floor elevation are maintained. Builder shall schedule this inspection and meet with and provide assistance to the Committee's representatives in measuring distances, setbacks and finished floor elevation. Property corners, stringed property lines, an offset elevation stake, and other monuments necessary shall be in place to assist the Committee's representative in the performance of this task. In the case of a basement there shall be two (2) inspections, one (1) for the basement (prior to pouring the basement slab) and the other for the house slab.

The intent of the four-way inspection is to confirm that the structure is being built in accordance with the approved plans and that no modifications are being made without a review and approval from the Committee and also to insure all roof penetrations are appropriately located and all exterior lighting is compliant with guidelines. The Builder shall schedule this inspection prior to beginning any stucco work and assist the Committee's representative as necessary.

The intent of the pool inspection is to confirm that it is being built in accordance with the approved plans and that no modifications are being made without a review and approval from the Committee. The Builder shall schedule this inspection prior to digging and assist the Committee's representative in locating setback lines.

The final inspection shall be scheduled upon completion of the project. Intent of this inspection is to verify that the final building and hardscape improvements are in conformity with the approved plans in terms of building materials, colors, landscaping, pool, fencing and such elements, and that any and all damage to private and common properties is repaired. Upon approval of the final inspection after landscaping, the Builder may request a refund of the balance of the construction deposit.

In accordance with these guidelines, any member of the Committee, or any of its representatives, or agents may, at any reasonable hour enter the property and inspect any improvement being built thereon for the purposes of inspection for compliance with approved plans and building codes and guidelines.

Upon the completion of any Improvement, the Owner or his representative shall give written or a verbal notice thereof to the Committee. The Committee, or its duly authorized representative, may inspect the completed improvement in order to determine whether it was constructed, erected or installed in substantial compliance with the approved plans. If Committee or its representative finds that such work was not done in substantial compliance with the approved plans and specifications, it shall so notify the Owner in writing after the inspection. The notice shall specify the particulars of noncompliance. In the event the Owner fails to remedy the noncompliance within thirty (30) days from the date of notification to the Owner, the Committee, in addition to any other remedies it may have pursuant to these guidelines, the Declaration and applicable law, shall have legal standing to commence and prosecute legal proceedings against any owner in order to correct such noncompliance as it deems necessary. The construction deposit shall not be refunded until such noncompliance is corrected and legal fees and costs are paid in full.

d. **Written Record.** The Committee will maintain a written record of its actions, and maintain in its files a copy of any plans approved or rejected for a period of ten years.

2.3. Variances: Variances to the architectural design standards contained in this Declaration may be granted only when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the consent of the Committee and County approval, if applicable.

2.4. General Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the architectural design standards of this Declaration. These standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed subdivision constructed of highest quality materials. If the Committee concludes that the proposed design is not aesthetically pleasing, the application may be disapproved even though it may meet all of the conditions of the guidelines herein. The plans may also be disapproved if the Committee determines that the building is inappropriately sited.

2.5. Declarant and Committee not Liable. The Declarant and the Committee and its members shall not be liable to the applicant or to the Owners of Lots within the Subdivision for any damages for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against each other Owner.

2.6. Limitations on Review. The Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

2.7. Approval to Proceed. Two Committee members shall promptly issue a stamp of approval to the Owner on the front page of the final construction documents once the plans have received final approved as provided in this Article II.

ARTICLE III RESTRICTIONS ON ALL PROPERTY

3. The following restrictions on use apply to all Lots within the Subdivision.

3.1. Governing Regulations. The lawfully enacted zoning regulations of Washington County, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance. If the covenants, conditions and restrictions in this Declaration are more strict than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, improvements, or activities prohibited by any local, state or federal law or regulation.

3.2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

3.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office during the actual period of construction of the Subdivision Improvements, (b) use by Declarant or its designee of one or more of the Lots for a model home site and/or display and sales office during the sales period, or (c) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which utilizes any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision. The nature of the Ownership of the Lot shall not be deemed to constitute "commercial business use".

3.4. No Rental. No rental of the Dwelling or Accessory Dwelling Unit shall be permitted for a period less than six months.

3.5. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for address signs and traffic control signs for Roadways placed by the County, or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale are not allowed. The Declarant may erect a sign at the entrance to the Subdivision announcing the availability of Lots and giving sales information.

3.6. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a Certificate of Occupancy by the County.

3.7. Dwelling to be Constructed First. No garage, Accessory Dwelling Unit, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on the Lot.

3.8. Wood-Burning Fireplaces. No wood-burning fireplaces, stoves, or furnaces will be permitted on any Lot. No coal-fired fireplaces, stoves or furnaces will be permitted in the Subdivision because they pollute the environment and reduce the visibility of the nighttime sky.

3.9. Animals. No animals other than dogs and cats may be kept on any Lot. Other animals and birds, including, but not limited to, pigs, hogs, chickens, pigeons, peacocks, guinea hens, cattle, sheep or goats shall not be kept on any Lot. Dogs and cats shall be strictly controlled and kept pursuant to applicable laws and ordinances, kept indoors and shall be on a leash or inside a fence when outside.

3.10. No Re-Subdivision. No Lot may be re-subdivided.

3.11. Utilities. All natural gas, electrical, telephone, television and any other utility lines in the Subdivision are to be underground. All such utility lines shall be used for the individual Lot under the rules and regulations prescribed by the company furnishing the public utility and as said public utility is made available to each Lot. All utility meters or boxes on the house shall be screened from Public View or other units in the subdivision.

3.12. No Oil or L.P. Gas Tanks. The primary heat sources for all improvements shall be solar, natural gas delivered by pipeline, or electric heat. Except for temporary periods during construction of the Dwelling and until access to natural gas is available, no heating oil, propane, butane, or other bulk fuel storage tank may be installed or kept on a Lot.

3.13. Service Yards. All clothes lines, service yards, refuse containers, storage yards, antennas and satellite dishes and exterior mechanical equipment must be screened or enclosed to the extent practicable so that they are not visible from the Public View or other Dwellings located in the Subdivision.

3.14. Maintenance of Lots. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary and attractive condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

3.15. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors.

3.17. No Unsightliness. No unsightliness is permitted on any lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements for a period not to exceed eighteen months); open storage or parking of construction equipment; open storage of farm equipment; inoperable motor vehicles; boats, mobile homes, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading), and similar equipment, unless placed or maintained within a garage or screened from Public View; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and household refuse or garbage except as stored in tight containers in an enclosure such as a garage.

3.18. General Outdoor Lighting. The Subdivision's primary goal for lighting is to preserve the ambiance of the night time sky. Hence, exterior lighting shall be minimal and of a low intensity. Lighting is divided into two categories: 1) General lighting (which is the lighting attached to buildings, poles, posts and fences); and 2) Landscape lighting (which is the lighting installed on the ground or trees).

The primary function of general lighting is to provide light for normal use of premises and for public health and safety. General lighting shall be installed only in the areas that are primarily required for use on an every day basis and for the normal function of a Dwelling. Examples of this type of lighting include porch, patio, porte-cochere, and service area. General lighting shall not be in abundance. Light sources shall be localized, project downward only (sconces may project both upward and downward), be carefully placed and directed such that it will neither flood the adjacent areas nor will the source be visible from neighboring properties. As much as possible the lighting fixtures shall be recessed or physically integrated into the part of the structure it is on. Neither soffit, eave or landscape lighting that washes the exterior of the house or a garage door shall be permitted. All surface mounted light fixtures must be approved by the Committee.

For emergency purposes the lot identification element for homes shall be etched into or secured to an approved stone or gate element placed near the driveway entrance to the home. For emergency purposes, the lot identification element must be lighted so that the address numbers can be seen at night. Lighting shall be directed and pointed at the numbers. Lot identification lighting shall not be flood lights. All Lot identification elements and lighting must be approved by the Committee. No light shall be placed on top of any building or fences.

Security lights with motion detectors may be installed; however, they shall be on for no more than ten (10) minutes at a time. Security light sources shall not be visible from neighboring properties. Should they be found to be a nuisance, the Declarant may ask that the lights be shut off permanently. Motion detectors shall be pointed in a manner such that the lights would not go on and off by motion of vegetation.

No lamp post type of lighting shall be permitted to light yards in any part of the property.

Incandescent lamps with a maximum of sixty-five (65) watts shall be permitted for all general lighting. Colored lighting shall not be permitted. No lighting shall be permitted outside of the Building Envelope except for the driveway, the entry walk and limited landscape lights.

Landscape lighting should be kept to a minimum and must be approved by the Committee. Landscape lighting shall be permitted within the front yard portion of the landscape and along the walkway leading to the front door and the driveway. Landscape lighting shall be shielded to prevent nuisance glare onto adjacent properties. Lighting should be automated and controlled by a timer. Conceal "up lights" as much as possible by boulders and shrubs to decrease their visibility. All landscape lighting fixtures shall be low voltage and use warm white 3 Watt

LED lamps. Colored lenses shall not be permitted (e.g., blue, green, red). Post lights are not permitted. All light fixtures shall be compatible with the architecture of the community. Walk lights along walkways and driveways shall not exceed twenty-four inches (24") in height above the ground and shall project downward only. No exposed bulbs shall be permitted. All fixtures shall use an integral or below grade junction box and must be screened. Fixtures are to be finished to blend with the area they are placed within. No solar operated fixtures are allowed.

3.19. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create sound that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

3.20. Water Connection. The Property is served by water service from a mutual nonprofit water company, and no Owner shall drill his own well for culinary or irrigation water production.

3.21. Groundwater Protection. No underground storage tanks for fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted.

3.22. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on Roadways and driveways. No snowmobiles, ATVs or motorcycles will be operated on the Property except for lawful transport on public streets.

3.23. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented or leased in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Dwelling shall be for a period of less than 180 days. No Dwelling shall be subjected to any form of time interval ownership, or ownership in a manner that rotates use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

3.24. No Hunting or Use of Firearms. The hunting, trapping, and harassment of wildlife, by firearms or any other means, is expressly prohibited within the Subdivision. Firearms shall not be displayed or discharged within the Subdivision.

3.25. Slope and Drainage Control. No Dwelling, structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels, including borrow ditches and roads and culverts used for driveways. The slope control areas of each Lot and all improvements in them, including driveways, culverts and borrow ditches on adjacent roadways, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Existing drainage channels are to be preserved in their natural state. Flows entering and exiting the site shall remain in their historical locations. Surface drainage shall not drain to an adjacent Lot except as established by existing natural drainage pattern. Any redirection of existing drainage flow must first be approved by the Committee. Site drainage and related grading shall be done with minimum disruption to the existing Lot and be within the Building Envelope. No change shall be made in the existing drainage pattern that would adversely affect any other Lot. If redirection is necessary, positive drainage must be created in a logical and natural manner, avoiding right angle diversions and minimizing soil erosion through the use of native rock and plant materials.

3.26. Sewage. Unless and until a sanitary sewage system shall have been constructed to serve the Property (it being understood that Declarant has no intention or responsibility to install a sanitary sewage system), an individual sewage disposal system constructed in accordance with requirements of the County, Utah State Department of Health and other appropriate health authorities shall be installed to service each Dwelling Unit by the Lot Owner. Such sewage disposal system shall consist of a septic tank and drainage field. The effluent from septic tanks and systems shall not be permitted to discharge into any streams, storm sewers, open ditches or drains. No outside privy, toilet or outhouse, temporary or permanent, shall be permitted on any Lot (except during construction). No sewage device shall be installed until plans for such devices are reviewed and approved by the appropriate health department authorities.

ARTICLE IV PERMITTED USES AND IMPROVEMENTS

4. Introduction. The following uses and Improvements are permitted within the Subdivision. Uses not specifically permitted are prohibited, unless, in the sole judgment of the Committee, the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted.

4.1. Uses and Improvements Permitted. All construction activity, excavation, and fill are to be confined within the Building Envelope of each Lot. Each Dwelling shall be designed to conform to the natural topography of the site, and to preserve the natural texture, appearance and vegetation of the undeveloped site to the extent possible. No Improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the Lot except as follows:

a. The construction, maintenance, and use of one single family Dwelling together with an enclosed garage with capacity for at least two automobiles and storage of recreational and maintenance equipment.

b. The construction, maintenance, and use of those Improvements generally and customarily associated with the use and enjoyment of a single family Dwelling, including driveways, Accessory Dwelling Unit, utility connections, garages, retaining walls,

stairways, decks, patios, pools and spas, swing sets, trampolines, walkways, fences, lighting, tennis courts or sports courts, sprinklers, antennas and satellite dishes, and irrigation systems.

c. The construction, maintenance and use of driveway and utility connections to the Dwelling Unit from other portions of the Lot.

ARTICLE V
ARCHITECTURAL DESIGN STANDARDS
AND CONDITIONS ON IMPROVEMENTS

5. **Introduction.** The guiding design concept for the Kolob Ranches Estates Subdivision, Phase 6C, is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the surrounding natural landscape. Dwellings and other Improvements are intended to blend into this natural setting and not dominate it. The architectural character of the buildings must be indigenous and appropriate to the environmental and climatic conditions. These architectural design standards have been prepared with the intention of insuring that the impacts of construction of the Subdivision are minimal, acceptable, and respectful of the natural landscape. Suggested clear standards of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of Improvements on each Lot's unique setting. It is not the intention of these standards to create uniformity, but to encourage a diversity of design and materials within an architectural approach that respects each site, and is compatible with the landscape and community. All outside and visible materials of the dwelling shall be approved by the Committee before installation. These include roof materials and colors, siding materials and colors, entry gates and doors, concrete colors, and outside light fixtures.

5.1. **Site Evaluation.** It is expected that each Dwelling and its accompanying improvements will be designed to suit each individual Lot, and to preserve, and benefit from the site's natural and unique character. The Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best building approach for that site. Improvements shall be sited and designed to minimize cuts and fills and other site disturbance.

- The structure shall generally appear comfortably integrated into the site.
- The site plan successfully incorporates or avoids significant natural features.
- Finished grades shall lie against vertical improvements as closely as possible to the original grades or angle and elevation of the slope.
- Site plans shall carefully consider privacy from adjacent lots.
- Cuts and fills shall be executed in a manner that results in natural looking transitions from natural to engineered grade.
- Various design and construction factors shall be considered to help minimize excessive grading outside the footprint of the Improvements.

5.2. **Number of Dwellings and Structures.** Only one Dwelling may be constructed on any Lot. No other habitable structure, shed, storage building or outbuilding is permitted, except for Accessory Dwelling Units. Garages must be attached to the Dwelling unless approval is obtained from the Committee for a garage separate from the Dwelling. Accessory Dwelling Units, which need not be attached to the Dwelling Unit, (a) may not exceed 800 square feet; (b) must share utilities (no separate meter); (c) must have at least one dedicated parking space; and (d) may not be rented or leased on any basis.

5.3. **Dwelling Size.** The minimum total Floor Area for Dwellings in the Subdivision is 3,000 square feet, and the maximum Floor Area is 12,000 square feet. No Dwelling shall be constructed or altered in a manner that would violate these limits.

5.4. **Dwelling Setback and Placement.** No Dwelling or any other Improvements shall be located on any Lot nearer than 100 feet to the front Lot line or nearer than 50 feet to the rear Lot line, or nearer than 50 feet to the side yard lines, and must also comply with the County's minimum front, rear and side yard setbacks; provided, however, if a Dwelling is to be placed on two or more Lots owned and used by the same person, the side yard setback may be waived by the Committee, but there shall be no other waivers. The Dwelling and all site improvements, including septic system, must also lay completely within the Building Envelope as established by the Committee.

5.5. **Dwelling Height.** No Dwelling or structure shall be higher than two (2) stories from any one elevation and the ridgeline height shall not exceed thirty-five (35) feet from the lowest finished grade elevation contiguous to the Dwelling or structure; provided, however, the Committee may grant a variance to allow the ridgeline height to extend to thirty-five (35) feet from any one finished grade elevation contiguous to the Dwelling or structure (not the lowest finished grade elevation contiguous to the Dwelling or structure) if such limitation would work an undue hardship or prevent utilization of the best features of a Lot.

Finish floor elevations shall be set by the Committee and established by the natural grade and slope of each lot and shall be influenced by the proposed design.

5.6. Upper Floor Levels. Loft-space above a garage may be developed as living space provided that such development shall not result in raising of the garage exterior wall height or eave line above that necessary to contain the actual garage area volume and provided that the garage is attached to the Dwelling.

5.7. Restrictions on Use of Accessory Dwelling Units. Any Accessory Dwelling Unit may only be used in conjunction with the Owner's use of the Dwelling on that Lot, and may not be separately sold or leased. No Accessory Dwelling Unit may be occupied prior to the commencement of substantial and committed construction of the Owner's Dwelling.

5.8. County Approval Required for Accessory Dwelling. Notwithstanding the foregoing intent of the Declarant, an Owner's ability to construct and use any Accessory Dwelling Unit may be prohibited or further restricted by the County.

5.9. Roof Characteristics. The following restrictions apply:

a. Shapes. Double-pitched roofs, hip roofs, single slope roofs, partial hip roofs and shed roofs are permitted. Mansard roofs, A-frames, gambrel roofs and domes are prohibited on the Property. Low slope roofs are permissible only when colored to match the structure and surrounding colors. Roof pitches shall be no greater than 12 in 12 pitch, and should generally follow or respond to the underlying grade, with steeper pitches used on steeper terrain, and flatter pitches used on flatter terrain. All roof planes descending from a common ridge or connected ridge shall be of the same pitch, regardless of length. A second roof pitch on any one dwelling may be used only for secondary roof forms such as permitted sheds or dormers. Two or more dormers placed above and well-apart from the eave line on the same roof surface shall be spaced no closer than 0.75 times the width of the largest such dormer unless their fascias intersect, in which case they shall be considered as a continuous or repetitive dormer. Architectural roofs of any shape may be permitted when specifically designed to fit in with the site physically or metaphorically. Approval of such roofs shall be at the discretion of the Committee. No turrets or other thematic decorative elements are permitted.

b. Materials. Careful design should consider the visual impact of the roof materials, and minimize their contrast with the surrounding natural landscape. Roofing materials shall be Class A and shall conform to the requirements of all laws. Roofing materials are classified and limited as follows:

Permitted:

- Unfinished corrugated standing seam metals of copper with bronze patina, zinc, terra pre-rusted, or pre-weathered galvanized steel
- Prefinished metal roofing in bronze color or in earth tones
- Fire retardant wood shingles or medium shakes
- Clay or concrete tile in muted colors
- Curved tile
- Membrane roofing colored to match the structure and surrounding colors, (Flat roofs only)
- Landscaped "Green" roofs
- Slate

Prohibited:

- Bold color or highly reflective roofing of metal or prefabricated metal
- Roll or membrane roofing, except on permitted low slope roofs
- Composition shingles
- Tar and gravel roofing

c. Roof Colors. All roofing material shall minimize their contrast with the surrounding natural landscape. Red, blue or gold metal roofs shall not be permitted.

d. Fascia. Fascia and roof trim shall be sized to be in scale with the roof and building mass. The use of compound or built up trim adds detail to the roof element and is encouraged. Roof trim shall be finished to match or mildly contrast with adjacent siding or roof material. Standard painted metal fascia and soffit is not permitted.

e. Roof Appurtenances. All vents, stacks, gutters, flashings, snow diverters, furnace flues, trim and metal work shall match the color of the surface to which it is attached or from which it projects, except for architectural chimneys. Whenever possible, vent stacks must be combined to minimize roof penetrations, and concealed from the Public View. Efforts should be made by the architect during the design process to limit the protrusion of mechanical equipment, exhaust fans, coolers or attic ventilation equipment from the roof and to the extent possible screened from Public View. Skylights are permitted and are not to exceed 3% of roof area when mounted close to and consistent with the underlying roof pitch. Solar collectors shall be integrated into the structure and shall be screened from Public View. Solar panels shall be located in a manner that minimizes glare and reflection to the Public View. The Committee has the right to require all mechanical roof protrusions be screened from view.

5.10. Chimneys. Chimneys must be constructed of or enclosed in approved brick or stone siding material. No exposed metal flues are permitted, except for architectural metal chimneys. Visible metal parts, other than flashings, are not permitted. If more than one chimney is used on a Dwelling, then each must be of the same design, finish and appearance, although sizes may differ. Whenever possible, chimneys shall contain and conceal the Dwelling's vent stacks, furnace flues and other permitted roof penetrations.

5.11. Antennas. All antennas and satellite dishes must be located and screened from the Public View and adjoining buildings in a manner approved in advance by the Committee.

5.12. Siding and Trim Characteristics. The materials that clad the exterior of the Dwelling shall be natural materials that blend with and are compatible with the colors of the surrounding natural landscape. The textures and patterns of siding material affect the perceived scale and mass of the Dwelling.

a. Materials. Whenever possible, major wall surfaces should express their mass by being finished with wood, plaster, stucco or stone. If stone is used, it shall not appear veneered and must be terminated a minimum of 12 inches at an inside corner. Heavier materials should be used below lighter materials whenever more than two siding materials are exposed on the same surface. No more than two permitted siding materials may be used on any one building facade, and no more than three on any one Dwelling. Siding materials are classified as follows:

Permitted:

- Sidings, boards, or shingles of natural wood
- Architectural concrete
- Plaster, including stucco, which shall be seamless except for expansion joints
- Natural stone
- Structural logs (color must be approved by the Committee)
- Log homes must be high-end custom homes (such as by Alpine Log Homes) and must not appear to be cookie cutter pre-fab type
- Unfinished corrugated or standing seam metals of copper, zinc, terne, pre-rusted steel, or pre-weathered galvanized steel

Prohibited:

- Brick
- Textured plywood
- Cultured or artificial stone
- Vinyl, aluminum, painted metal, masonite or asphalt

b. Colors and Finishes. Siding materials shall be finished in colors to minimize their contrast with the colors of the surrounding natural landscape. Stucco and similar permitted materials shall be blended or finished in colors to minimize their contrast with the surrounding landscape and applied in a manner that does not obscure the natural texture of the material. Rough textures such as skip trowel and Spanish lace shall not be permitted. Stucco pop outs and similar details are not permitted. Stone shall be finished only with a clear water-repellent to prevent infiltration or staining of the Dwelling by oxidation. Highly contrasting trim is prohibited on any portion of the Dwelling. Trim may be finished in colors to match or mildly contrast with any adjacent siding materials. All exterior siding material and colors must be approved by the Committee.

c. Siding Appurtenances. Flashings and other accessories shall be finished to match the siding and be made unobtrusive. Gable vents shall be finished to match the siding and shall be rectangular, or if triangular or trapezoidal, shall match the slope of the adjacent roof slope. All curvilinear gable vents and louvers are prohibited. Vents, stacks, meter troughs, meters, junction boxes and other devices which penetrate or mount upon exterior walls shall be concealed from Public View and shall be finished to match the surrounding or underlying surface, except for approved exterior light fixtures or lighting devices.

5.13. Exterior Doors. Door openings should be protected by overhanging eaves and otherwise located to provide shelter from weather and snow shedding from the roof. When adjacent, doors and windows shall have matching head heights, and when grouped together, doors should be of identical size and type. Doors shall be rectangular in shape and constructed and glazed to the same standards as the windows. Doors shall be finished to match the trim or to mildly contrast with the trim and siding.

5.14. Garage Doors. Garage doors may vary in height but shall match the trim details of any other doors and windows on the same wall surface or within 4 horizontal feet on the same elevation in the Public View. Adjacent garage doors may vary in width but shall otherwise be identical. Surfaces in the Public View shall be finished in a color to match or mildly contrast with adjacent trim and siding. All oversized garage doors above 9 feet designed for motor homes or oversized SUV's or boats, shall not be allowed unless screened from the street and from the view of neighboring lots.

5.15. Balconies and Decks. Balconies and decks can add visual interest and further enrich the design of the Dwelling. Balconies should be small, private areas and designed and located to minimize accumulations of snow and ice. Decks are larger and should closely relate to the adjoining grade and landscape areas. The area under any deck must either be landscaped or screened so that the Public View is not of the unfinished underside of the deck. The underside of any deck more than four feet above grade must either be completely screened with shrubbery, vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony) then treated or stained to match the adjacent wood siding and trim. All deck railings and their posts and other parts shall be constructed of wood, metal or architectural concrete and finished in a color to match or complement the adjacent color.

5.16. Foundations. All Dwellings shall be set on permanent foundations. No foundation may be exposed for more than eight inches above the finished grade. Foundations that extend above that height must be covered with an approved siding material.

5.17. Parking Areas. Each Dwelling shall include an enclosed garage for at least two vehicles. Dwellings may garage more than two vehicles. Double loading of garage areas is permissible. Each Dwelling must also provide paved or gravel driveway parking for two vehicles. No on-street parking is permitted.

5.18. Driveways. The location, slope, grading conditions, and other impacts of the proposed driveway shall be considered by the Committee in its review of the Owner's landscape plans. Neighboring owners are encouraged to use a common driveway to lessen removal of trees and vegetation.

5.19. Driveways, Walkways and other Paving. Asphalt, concrete (including concrete pavers), natural stone, brick, or gravel are the only permitted materials for driveways. Walkways may be constructed of wood block, boards or planking as well as any approved driveway material. Permitted materials for patios, decks, terraces or other on-grade exterior finished areas are the same as for walks. All materials and colors must be approved by the Committee.

5.20. Screen Wall/Fencing. Screen wall/fences must be installed to screen unsightly elements such as air conditioning, pool equipment and utility meters. All service areas such as storage of trash cans shall be behind a screen wall/fence. A maze type of layout is preferred for access to such service areas. A screen wall/fence may be used to shield on-site guest parking from general view. Materials should be consistent with the Dwelling with all materials and colors approved by the Committee.

5.21. Pool Wall/Fencing. Pool fencing is required by the County and must meet the zoning code. A pool wall/fence may be solid, open, or a combination thereof. If solid, the design, construction, material, color and texture criteria shall be the consistent with the Dwelling and is subject to the prior approval of the Committee. Height of wall/fence shall not exceed five feet (5') as measured from outside.

5.22. Attractiveness/Undoubtable Quality.

- The overall two and three dimensional composition exhibits a confident exercise of restraint and avoids superfluous ornamentation.
- The overall two and three dimensional composition conveys a sense of order and integrity.
- The structure shall be well proportioned. Building components such as windows, doors, parapets, porches and ferrestation shall have proportions and patterns appropriate to the architectural style.
- The use of materials on the exterior reflects the structural nature of the material.
- Exterior materials exposed to weather shall be selected to maintain their original appearance or change gracefully and become more attractive as they age.
- Details shall remain consistent in both quality and character on all elevations of the home. Design and detail should also reflect different solar orientations of each elevation.

5.23. Building Mass. The three dimensional design of the building shall have a minimum of three masses. These masses shall be of varying size and heights as viewed from various angles. Larger buildings with Floor Areas exceeding 3,000 square feet shall have more than three masses. Masses shall be separated, vertically and horizontally by appropriate distance. The composition of masses should be aesthetically pleasing. Masses shall not be equal in size. Balance in design should be achieved by combination of primary and secondary masses where the primary mass is substantially larger than the secondary masses.

5.24. Tennis and Sports Courts. Tennis and sport courts shall be permitted only upon the Committee's determination that the proposed court will not have visual or noise impact on the neighborhood. The Committee shall determine the appropriate location, setbacks, landscape buffer and such requirements on a site by site basis. The Committee may require that the court be sunk below grade to reduce aesthetic impact. Courts may not be lighted past 10pm.

5.25. Sports and Recreational Equipment. Fixed sports and recreational equipment may be permanently installed on any structure or lot provided that it shall be screened and located such that it is not visible from adjacent lot and will not create a noise impact on the neighborhood. Moveable sports equipment may be used but must be stored out of sight when not in use.

ARTICLE VI
LANDSCAPE STANDARDS

6. Introduction. The intent of this Declaration is to conserve water and preserve the natural vegetation and condition on the Property to the extent possible, given the construction of the Subdivision. Submittal of a hard and soft landscape plan to the Committee for approval is required 30 days prior to installation. The use of each Lot is subject to the following Landscape Standards:

6.1. Irrigation of Lots. Water is a precious commodity in this semi-arid alpine desert climate, and any choice of vegetation materials should consider the irrigation needs. While Declarant recognizes and accepts that an Owner may want to plant and care for lawns and other water intensive plants, any species requiring long-term irrigation is clearly dependent upon the continued availability and affordability of water for irrigation purposes.

6.2. Landscape. The areas adjacent to the Dwelling Unit and Accessory Dwelling Unit must be landscaped within the period allowed for substantial completion of the exterior of the Dwelling Unit and Accessory Dwelling Unit. The Owner may use grass, trees, shrubs and other plantings. Planting of trees is encouraged. The Owner of any Lot must re-vegetate as soon as possible portions of the natural areas of the Lot that are disturbed in the course of construction and which will not be landscaped as herein provided. Revegetation shall include the use of approved native seeds of the Pine Valley Wilderness area and the planting of native trees, shrubs and flowers.

a. Allowed Landscape materials:

1. Low water using trees, shrubs, flowers, vines, grasses, ground cover, cactus, and yuccas native to other western high desert mountain environments are permitted. The Committee reserves the right to eliminate plants submitted on the landscape plan that they do not feel blend or enhance the surrounding natural environment.

Plants trees, shrubs and flowers native to the Pine Valley Wilderness area are preferred over nonindigenous species.

3. The Committee encourages the use of lava rock, both surface and quarried, as a hardscape element. Lots that have existing lava rock features may be required to preserve or restore areas disturbed during construction.

b. Prohibited landscape materials:

1. Colored rock inconsistent with the native lava rock and dirt.

2. Palm trees, olive species, oleander, phragmites, tamarisk, bamboo and any plant deemed invasive by United States Department of Agriculture.

Common Bermuda grass.

Existing vegetation stands, especially tree stands, should generally be preserved and incorporated into the design of the home. The Committee can require a plan be submitted outlining areas to be disturbed and areas to be preserved. Those preserved areas may be required to be fenced off during construction.

6.3. Fences. All property lines may be fenced, subject to the approval of fencing materials by the Committee. New barbed wire fences are prohibited on a Lot.

ARTICLE VII
COMBINATION OF LOTS

7. Right to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

7.1. Dwelling Size. The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 75% of the sum of the maximum allowable Dwelling Sizes stated in this Declaration for the two Lots if developed independently.

7.2. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction or Improvements have commenced on the combined Lot.

7.3. Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that

the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Washington County Recorder upon the commencement of construction.

ARTICLE VIII
OWNERS' MAINTENANCE OBLIGATIONS

8. It is the obligation of each Owner to properly maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

8.1. Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

8.2. Alterations of Exterior Appearance. The Owners will maintain their Lots and

8.3. Repair Following Damage. In the event of casualty loss or damage to the Improvements, they shall be restored to substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic will be made without the advance consent of the Committee. The Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however and alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

ARTICLE IX
CONSTRUCTION COVENANTS

9. Introduction. In order to minimize the inconvenience to adjoining Owners during any construction activities, the following construction regulations shall be enforced. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which Owner is liable. Owner and Builder are required to each sign a "Owner, Builder and Committee Agreement" regarding the Builder's responsibilities and requirements. See Appendix "C".

9.1. Portable Office or Trailer. A Builder may bring a portable office or trailer on to a Lot during construction of a Dwelling. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension or construction activities for a period of 60 days.

9.2. Construction Debris Removal. The Builder must comply with County ordinances regarding construction debris. The Builder shall collect trash at the end of each work day and shall deposit construction trash, packing material, unusable scraps, and other debris in a suitable container or otherwise protect the debris from the wind. No trash may be burned, buried, or otherwise disposed of on the Property. Concrete trucks may not be cleaned out on the Lot or anywhere within the Subdivision unless clean out areas have been designated by Declarant. Any violation of the above shall result in a fine pursuant to Appendix "C".

9.3. Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

9.4. Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational. The portable toilet must be placed on the Lot and will not be allowed on a public street.

9.5. Construction Parking and Vehicles. Construction crews may park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot within the Subdivision. Vehicles parked on the public street can only park on the side facing the construction of the Dwelling. Parking on the opposite side so the street is double loaded, shall result in a fine. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

9.6. Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

9.7. Hours of Work. Permitted working hours on the site shall be limited to the following construction days and times:

September 16 – May 14
Monday through Friday
7:00 a.m. - 5:30 p.m.
Saturday
8:00 a.m. - 4:00 p.m.

May 15 - September 15
Monday through Friday
6:00 a.m. - 7:00 p.m.
Saturday
8:00 a.m. - 5:00 p.m.

Site access may begin one-half hour before construction begins each day and an additional half-hour is allowed for site egress each day. No construction-related activities shall be permitted on Sundays or holidays. Official holidays are **Christmas Day, New Year's Day, Labor Day, Memorial Day and Thanksgiving Day.**

Any violation of the above shall result in a fine.

9.8. ~~The Builder is responsible for controlling noise emanating from the site such as loud music, which is not permitted and shall result in a fine.~~

9.9. ~~Animals.~~ The Builder is responsible for the activity of all subcontractors. ~~Animals, such as dogs, are not permitted in the Subdivision and shall result in a fine.~~

9.10. Removal of Mud. The Builder is responsible for immediately cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

9.11. Construction Access. Construction access to the Dwelling is limited to the Driveway designated on the approved site plan for the Dwelling. The Owner and Committee shall consult and agree on trees to be removed for access and building. It is desirable to remove as few trees as possible.

9.12. Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Building Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed and continuously once construction has commenced, and in any event, all exterior surfaces of the building and landscaping and soil stabilization work shall be substantially complete within a period of Eighteen (18) months from commencement.

9.13. Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction. Fines equal to the cost of the repairs plus 20% are applicable.

ARTICLE X
GENERAL PROVISIONS

10. The covenants, conditions, and restrictions contained in this Declaration shall be enforced as follows:

10.1. Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

10.2. Remedies.

a. Any single or continuing violation of the covenants contained in this Declaration during the construction process shall result in fines. Schedule of such fines are listed in Appendix "A". Further, any single or continuing violation of the covenants contained in this Declaration shall be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of court.

b. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations,

10.3. Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

10.4. Limited Liability. Neither the Declarant, or the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

10.5. Term of Covenants, Renewal. This Declaration shall expire seventy-five years from the date it is first recorded with the Washington County Recorder, provided however that in the last year prior to expiration, the Owners of 90% of the Lots may, by written notice which is recorded with the Washington County Recorder, agree to extend the covenants for a period of an additional twenty years.

10.6. Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of 80% of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that the Declarant consents. Any Amendment must be in writing and be properly recorded in the office of the Washington County recorder. No Amendment will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the Amendment. This Declaration may not be repealed by amendment. No Amendment shall have the effect of increasing the number of Lots or Dwellings within the Subdivision beyond that approved by the County and this Declaration.

10.7. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

10.8. Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement 10 feet in width along each Lot line for the installation and maintenance of utility services to the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

10.9. Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

10.10. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10.11. Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

10.12. Effective Date. This Amended and Restated Declaration shall take effect upon its being filed for record in the office of the County Recorder of Washington County.

ARTICLE XI
ANNEXATION OF ADDITIONAL PROPERTY

11. Any real property may be annexed to and become subject to this Declaration by the method set forth hereinafter in this Article XI, as follows:

11.1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration without the approval, assent or vote of the Owners providing and on the condition that a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter "Supplementary Declaration") covering said additional real property described shall be executed and recorded by Declarant, the owner of said real property, or its successors and assigns. The recording of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

11.2. Supplementary Declarations. The additions authorized under the foregoing section 11.1 of this Article XI shall be made by filing of record a Supplementary Declaration, or similar instrument with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided. The recording of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

Executed this 28 day of December, 2012

"Declarant"

KOLOB DEVELOPMENT, INC.,
a Utah Corporation

By: [Signature]
Its: President

STATE OF UTAH)
COUNTY OF SALT LAKE) :SS.

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by ROBERT M. ANDERSON, the President of KOLOB DEVELOPMENT, INC., a Utah Corporation.

[Signature]
NOTARY PUBLIC



RMA INVESTMENT CO., LLC
a Utah Limited Liability Company

By: [Signature]
Its: Manager

"Other Owners"

COUNTRYSIDE INVESTMENT CO., LLC
a Utah Limited Liability Company

By: [Signature]
Its: Manager

STATE OF UTAH)
)
) :SS.
)
COUNTY OF SALT LAKE)

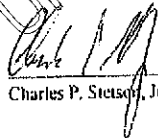
The foregoing instrument was acknowledged before me this 28 day of December, 2012 by ROBERT M. ANDERSON, the Manager of RMA INVESTMENT CO., LLC, a Utah Limited Liability Company and STEPHEN D. SWINDLE, the Manager of COUNTRYSIDE INVESTMENTS CO., LLC, a Utah Limited Liability Company

[Signature]
NOTARY PUBLIC



28/12/2012 VEN 17:49 FAX 0590277070 HOTEL GUANAHANI & SPA

004/004



Charles P. Stetson, Jr.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by CHARLES P. STETSON, JR.

NOTARY PUBLIC

Appendix 'A': Deposits, Fees and Penalty Schedule

ALL CONTRACTORS AND HOMEOWNERS MUST SIGN AN

"Owner and Contractor Agreement" WITH THE COMMITTEE

Prior to Any Construction on Any Lot

DEPOSIT SCHEDULE

CONSTRUCTION DEPOSITS (Refundable)

Custom home construction deposit =	\$10,000
Major (>30% of home) remodel construction deposit	\$3,000
Minor (<30% of home) remodel construction deposit	\$2,000

FEE SCHEDULE

NEW CONSTRUCTION FEES (Non-Refundable)

Plan review fee =	\$500
4 Site Inspections =	\$1,000
Additional inspection of basement foundation for proper sitting =	\$200
Pre-dig inspection of swimming pool or Spa location when part of house construction =	\$200
Additional inspections (per occurrence) if required due to site condition/s =	\$200
Landscape Inspection=	\$300

REMODEL CONSTRUCTION FEES (Non-Refundable)

Minor addition and alterations to existing home (less than 30% of structure)	
Plan review =	\$500
3 Site Inspections =	\$1,000
Major addition and alterations to existing home (more than 30% of structure)	
Plan review =	\$500
3 Site Inspections =	\$1,000
Site modifications after construction of house	
Design review and 2 inspections =	\$500

PENALTY SCHEDULE

PENALTIES

Starting any construction activity without a signed Contract with

the Committee and payment of fees = \$5,000

Not completing the construction within 548 calendar days (18 months) from

issuance of the Building Permit (+ \$100 per day thereafter) = \$10,000

Working outside of the established construction hours (per offense) = \$200

Disregard for surrounding properties without permission (plus cost, plus 20%) = \$1,000

Use of an adjoining lot without permission (plus cost, plus 20%) = \$1,000

Failure to care for the street(s) (charged to Contractor or

deducted from construction deposit) = Cost + 20 %

Debris not being picked up daily

(charged to Contractor or deducted from construction deposit) = Cost + 20 %

Parking on both sides of the street (per car) = \$100

Unapproved music and animals at the construction site (per offense) = \$100

Not having a construction fence around the building envelope when required = \$500

Grading outside of the construction fence without approval = \$5,000

Failure to conform to the approved plans =

..... Double the cost to change back to the conforming plans

Stopping construction for more than 14 consecutive days

(+ \$500 per day thereafter) = \$1,000

Failure to call 72 hours before inspections = \$1,000

Missing required inspection(s) = \$1,000

Failure to have all exterior colors and materials approved = \$1,000

If landscaping is started prior to receiving landscape plan approval = \$3,500

The Committee may waive or reduce the penalties depending on the circumstances presented.

Appendix 'B': Application Forms

PLAN REVIEW APPLICATION FORM

PRELIMINARY PLANS, Additions/Alterations
 Substantial Reconstruction
 Landscaping

 FINAL PLANS

 Other

Address of the Committee: _____ Email: _____

FROM: _____ LOT _____
 Owner's Name _____
 Owner's Address _____
 Daytime Telephone Number(s) _____

APPLICANT _____
 Name, Address _____

Tel. _____

ARCHITECT _____
 Name, Address _____

Tel. _____

LANDSCAPE _____
 Name, Address _____

Tel. _____

BUILDER _____
 Name, Address _____

Tel. _____

LENDER _____
 Name, Address _____

Tel. _____

REVIEW CRITERIA: The owner shall submit all plans and specifications for review and approval at the current address of the Committee at least one (1) week prior to the scheduled meeting. Every application presented to the Committee is given full careful review, with consideration given for the Site and the requested amenities. Each submission is judged on its own merits. What may be acceptable for one submittal or Lot may not apply to another submittal or Lot.

LIST THE FOLLOWING:

- Total floor area coverage _____ (SF) Total living area _____ (SF)
- Home Model Name _____
- This is the _____ (1st) _____ (2nd) _____ (3rd) _____ (4th) submittal.
- Has the check list been filled out? _____ Yes _____ No.
- Plan check fee of \$ _____ (This fee covers one conceptual, two preliminary and two final review submittals).
- Plan check fee for additional review \$ _____

SIGNATURE: _____
 Applicant _____ Date _____

APPROVAL (To be completed by Committee)
 Approved _____ Approved with conditions _____ Denied _____

BY: _____
 The Committee _____ Date _____

PRELIMINARY PLAN SUBMITTAL REQUIREMENTS AND CHECK LIST: (PAGE 2)

OWNER _____
 Name _____ Lot No. _____
 APPLICANT _____
 Name _____ Tel. _____

COMPLIANCE REQUIREMENT

COMPLIES DOES NOT COMPLY

- _____ Indicate and list separately if any variances are requested and reasons for the same.
- _____ Architect's and a landscape architect's name and registration no. shall be noted on plans.
- _____ Are two (2) sets of full size plans and four (4) sets of 11" x 17" plans submitted.
- _____ Plan shall have general information such as name, scale, etc.

COMPLIES

DOES NOT
COMPLY

SITE PLAN & ROOF PLAN
 Identification of Lot by parcel and lot number.
 Lot boundaries and building envelope with dimensions and grade lines.
 Dimensioned main and accessory building footprint (with patio, balcony etc., in dashed lines) with roof lines (in solid) including eaves ridges and valleys. Dimension overhangs.
 Property fencing and gates with heights and lengths dimensioned.
 Building and fencing setbacks with dimensions.
 Side walks, driveways, patios, pools, spas, utility boxes and points of connection.
 Finishes of all exterior paving materials including, walkways, driveways, pool deck etc.

GRADING PLAN (No smaller than 20 Scale)
 Existing and proposed grades.
 Lot boundaries with dimensions.
 Drainage pattern.
 Grades of adjacent properties, streets, slope banks etc.
 Retaining wall location and sections and other site structures if any.

FLOOR PLAN/S (1/8" or 1/4" Scale)
 Dimensioned floor plan/s for each level including porte-cochere, patios, balcony etc.
 Dimensioned floor plans of accessory structure.
 Square footage of all areas including living space, garage, balcony, patio etc.

ELEVATIONS (1/8" or 1/4" Scale)
 Elevation of all sides.
 Dimensioned heights of all elements.
 Note all finish materials and textures of all exterior surfaces including walls, roof, eaves.

CONCEPTUAL LANDSCAPE PLANS (1/8" OR 1/4" Scale)
 Location of all existing and proposed trees, shrubs, groundcovers, and turf in the front, side and rear yards exposed to all public areas.
 Plant material sizes to be drawn at maturity.
 Identification of all plant material with Latin and common names in a plant list.

By Signing below the Applicant affirms review of the above.

SIGNATURE _____

Applicant

_____ Date

FINAL PLAN SUBMITTAL REQUIREMENTS AND CHECK LIST:

OWNER _____
 Name Lot No.
 APPLICANT _____
 Name Tel.

COMPLIANCE REQUIREMENT
 Yes No

_____ Were there any special variances granted in the preliminary review?
 _____ Is the material sample board submitted on an 8 1/2" x 14"?"
 _____ Do the plans have general information such as name, scale, etc.?"

COMPLIES DOES NOT COMPLY

_____ SITE PLAN (total of two (2) required, one (1) full size and one (1) on 8 1/2" x 11" at 20 scale)
 _____ Identification of Lot by lot number.
 _____ Lot boundaries with dimensions,
 _____ Dimensioned main and accessory building footprint (with patio, balcony etc., in dashed lines) with roof lines (in solid) including eaves ridges and valleys. Dimension overhangs.
 _____ Building and fencing setbacks with dimensions.
 _____ Property fencing and gates with heights and lengths dimensioned.
 _____ Driveways (with distance to trees), utility boxes and points of connection.
 _____ Finishes of all exterior paving materials including, walkways, driveways, pool deck etc.
 _____ Utility connections, meter locations and means to screen from Public View.
 _____ HVAC and pool equipment location and means to screen from Public View.

_____ GRADING PLAN (No smaller than 20 Scale)
 _____ Existing and proposed grades.
 _____ Lot boundaries with dimensions.
 _____ Drainage pattern.
 _____ Grades of adjacent properties, streets, slope banks etc.
 _____ Retaining wall location and sections and other site structures if any.

_____ FLOOR PLAN/S (1/4" Scale)
 _____ Dimensioned floor plan/s for each level including porte-cochere, patios, balcony etc.
 _____ Dimensioned floor plans of accessory structure.
 _____ Summary of square footage of all areas including living space, garage, balcony, patio, etc.

_____ ELEVATIONS (1/4" Scale)
 _____ Elevation of all sides with dimensioned heights of all elements.
 _____ Bulk plane setback lines for front and corner side yards.
 _____ Note finish materials and colors of all exterior surfaces including walls, roof and eaves.

_____ LANDSCAPE PLAN/S (10 Scale)
 _____ Location of all existing and proposed trees, shrubs, groundcovers, and turf in all yards.
 _____ Location and specifications of all existing and proposed inorganic materials in all yards.
 _____ Plant material sizes drawn with sizes at maturity.
 _____ Identification of all plant material with Latin and common names in a plant list.

_____ IRRIGATION PLAN/S (1/8" OR 1/4" Scale)
 _____ Location and product specifications of entire irrigation system.

_____ CONSTRUCTION PLAN (1/8" OR 1/4" Scale. This information could be incorporated into site plan)
 _____ Location of temporary construction facilities, toilet, trash receptacle and construction access.

By Signing below the Applicant affirms that they have reviewed the above.

SIGNATURE: _____
 Applicant Date

Appendix 'C': Owner, Builder and Committee Agreement

AGREEMENT RE BUILDER'S RESPONSIBILITIES AND REQUIREMENTS

This agreement is made and executed as of the _____ day of _____, by and between the Committee and _____ (the "OWNER") and _____ (the "Builder") with regard to the proposed construction of a residential dwelling on Lot _____ in the _____ 6c _____ Subdivision within the residential development known as _____ (the "Project").

- A. WHEREAS, the Committee has been formed by the _____ (the "_____") to administer and enforce the PROPERTY DEVELOPMENT GUIDELINES (the "guidelines"); and
- B. WHEREAS, Owner is the owner of a building lot (the "Lot") within the Project upon which Owner intends to construct a dwelling; and
- C. WHEREAS, Builder has been retained by Owner to construct the dwelling (the "Work") upon Owner's building lot; and
- D. WHEREAS, the Committee requires each Owner and Contractor execute this Agreement as a condition to beginning construction within the Project.

NOW, THEREFORE, in consideration of the Committee's approval of the commencement of construction, Owner and Builder agree as follows:

1. **Incorporation of guidelines into Agreement.** All of the rules and regulation specified in the section of the guidelines entitled "Construction Covenants" shall be fully incorporated into this Agreement and made a part hereof as though specifically set forth herein. All rules and regulations herein set forth are made for the purpose of augmenting and supplementing the Construction Covenant section of the guidelines and are to be interpreted in such a manner as to be consistent with said guidelines.

The Committee reserves the right to deny site access to any general contractor, job superintendent, subcontract, supplier or their employee who is in violation of the construction regulations. The Committee reserves the right to stop construction on a Lot where:

- a. These design guidelines, approved plans and the Declaration are not being complied with fully.
- b. The improvements are being built or the Lot is being landscaped contrary to the approved plans.

The Committee members and/or inspector will inspect the site periodically. An offense may result in a stop-work order and Builders entry restrictions. Any costs whatsoever incurred by the Committee in enforcing these rules or remedying a violation will be billed to the owner. Exercise or non-exercise by the Committee of the rights delineated under this provision shall not be deemed a waiver by the Committee and shall not preclude the Committee from initiating any legal action against the violators (including Owner) of the Declaration, construction regulations or design guidelines.

2. **Deposits & Fees**

a. **Security for Performance.** A refundable construction deposit (the "Deposit") described in the guidelines is hereby further pledged by Owner as security for the Builder's compliance with the guidelines and with the rules and regulations contained in this Agreement, as hereafter provided. The deposit will be assessed per Appendix "A" which is incorporated as part of this contract. In the event that the Deposit is reduced by more than 10% during construction by virtue of penalties levied pursuant to this Agreement, the Deposit shall be restored to its full original amount within thirty (30) days after notice to Owner of the amount of the deficiency.

b. **Construction Fees.** Non-refundable construction fees shall be assessed per Appendix "A" for plan reviews, inspections and cleanup.

3. **Specific Rules and Regulation**

a. **Parking at Construction Site.** Parking by the Builder, its sub-contractors, workers and all suppliers shall be strictly limited to one side of the street upon which the Lot is located (unless otherwise designated by the Committee. The Committee may, in its sole discretion, require the Builder to install signs and, if needed, stakes and ropes, to define such parking area. All personal vehicles of subcontractors and workers that cannot be accommodated on one side of the street shall be parked in a designated staging area or outside the Subdivision.

Also for safety, especially at night, nothing shall be parked or stored on the street after construction hours.

b. **Color of Temporary Toilets, Dumpsters and Temporary Fencing.** All temporary toilets and dumpsters at the Project shall be green or brown in color. Temporary fencing may be brown, black, or green. No other colors shall be allowed at the Subdivision. For non-compliance, the Committee may levy the fine identified in Appendix "A".

c. **Construction Hours.** The Committee has established construction hours that are intended to eliminate disturbances for residents during certain evening, weekend and holiday hours. These construction hours are clearly defined in the Construction Covenants section of the guidelines. These hours are set forth herein as a reminder and for case of conveying the same to sub-contractors, workers and suppliers.

September 16 – May 14
Monday through Friday
7:00 am – 5:30 pm
Saturday
8:00 am – 4:00 pm

May 15 – September 15
Monday through Friday
6:00 am – 7:00 pm
Saturday
8:00 am – 5:00

No construction related activities shall be permitted on Sundays or official holidays. Official holidays are **New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.**

Site access for set-up may begin one-half hour before construction begins and an additional one half hour is allowed for site policing and egress each day. No construction-related noise shall occur during this time period. Requests for exceptions to these hours may be brought to the Committee. The Committee may levy the fine identified in Appendix "A".

e. **Daily Removal of Trash.** All trash and debris shall be picked up DAILY and deposited in a dumpster provided by the Builder. This includes trash and debris blown from dumpsters onto the street or adjacent lots. The Committee may, in its discretion, remove trash and other debris that have not been picked up at a site and, in this event, the costs for such policing, together with an administrative fee of 20%, shall be charged to the Builder and, if not paid, shall be deducted from the Deposit. The fine is also identified in Appendix "A".

f. **Care of Street.** A gravel or cinder temporary driveway must be built at the start of construction to minimize dirt from the construction site being tracked onto the street. The street in front of the Lot shall be swept or washed as needed, but not less than once each week during the construction process. All dirt and other debris shall be removed in such a manner as to avoid washing the same onto the adjoining street or adjoining properties. The Committee may, in its discretion, remove dirt and debris from the street and, in this event, the costs for this action together with an administrative fee of 20%, shall be charged to the Builder and, if not paid, deducted from the Deposit. This fine is also identified in Appendix "A".

g. **Music and Animals on Construction Site.** The Builder, its sub-contractor, workers or suppliers shall play no music from vehicles. No music shall be played on the construction site itself that can be heard by neighbors or in any other locations off the construction site. No animals may be brought into the Subdivision. For non-compliance, the Committee may levy the fine identified in Appendix "A".

h. **Use of Adjoining Lots.** The use of adjoining lots for parking, storage of materials, dumping of debris, or like, is prohibited without the written consent of both the owner of the adjoining property and of the Committee. A Builder found violating this requirement shall be fined according to Appendix "A" and shall be required to restore the adjoining lot(s) to its (their) original condition immediately.

The Committee may, in its discretion, restore the adjoining lot(s) to its (their) original condition and, in this event, a fine of One Thousand Dollars (\$1,000) plus costs for this action together with an administrative fee of 20%, shall be charged to the Builder and, if not paid, deducted from the Deposit.

i. **Regard for Surrounding Properties.** Trespassing on property owned or occupied by guests of the Owner is strictly prohibited. The use of a neighbor's hose bib, power outlet or patio furniture without that neighbor's express consent is strictly prohibited. The Builder, its sub-contractors, workers and suppliers, shall at all times be courteous to neighbors, recognizing that the construction process imposes an inconvenience upon neighboring properties which sometimes leads to misunderstandings even in the best of circumstances. Fines will be assessed per Appendix "A" and in its sole discretion, the Committee may bar the offender from the Subdivision, or both.

j. **Timely Completion of Work.** The Work shall be completed, together with final clean up and withdrawal from the Subdivision, within the number of construction days set forth at the bottom of this Agreement. Upon written application from Builder, the Committee will extend the number of construction days where circumstances beyond the control of Builder have unreasonably delayed completion. It is agreed that completion of the work is of primary importance to Committee and that any delay caused by Owner or Builder will result in damages to the Subdivision. It is agreed that the damage caused to Subdivision by reason of such delay would be impossible to ascertain. Therefore, in the event Owner and/or Builder shall fail to complete the Work within the time allowed, the Owner and Builder, jointly and severally, agree to pay to the Committee as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100) per calendar day. Committee may deduct such payment from the Deposit. The fine is identified in Appendix "C".

k. **Conformance With Guidelines and Approved Plans.** All work must be performed per pre-approved plans and specifications and must be consistent with the guidelines unless a formal variance has been granted. Any Builder violating this requirement shall restore the work to conform to the pre-approved plans and specifications and may be fined up to double the cost of changing the work back to conform to the guidelines and or the pre-approved plans and specifications. The non-compliance fine is identified in Appendix "A".

4. **Reminders Regarding Review and Inspections.**

a. **Plan Reviews.** The owner/owner's representative shall submit plans for review to the Committee 7 days in advance of the published meeting dates to obtain a spot of the agenda. Requests for accelerated reviews cannot be accommodated as a general rule.

b. **Inspections.** The Builder shall request inspections as required in the guidelines by giving the Committee at least 72 hours advance notice. Prior to requesting a Committee inspection of footings, etc., the Builder must set lot corner stakes, building envelope corner stakes, all structure corner stakes and a clearly marked finished-floor elevation stake. The fine for this section is identified in Appendix "A".

5. **Penalties for Violations of Agreement.** Penalties for violations of this Agreement will be assessed per Appendix "A" which is incorporated into this contract. Additional conditions are as follows:

a. **For Violations of Section 2a.** The Committee shall be entitled to judgment in any court of competent jurisdiction for the amount of the deficiency, together with an administrative fee of One Thousand Dollars (\$1000), plus attorney's fees and costs of court as hereinafter provided.

the deposit:

b. For Violations of Section 3.a through 3.h. The penalties shall be as set forth below, to be deducted from

3a - 'Parking'	\$100 per vehicle per occurrence
3a - 'Street/Storage'	\$500 per item per occurrence
3c - 'Color'	\$100 per violation per week
3d - 'Hours'	\$200 per offense
3e - 'Trash'	Cost plus 20%
3f - 'Street Care'	Cost plus 20%
3g - 'Noise/Animals'	\$100 per offense
3h - 'Adjoining Lot'	\$1,000 plus cost plus 20%

c. For Violations of Section 3.i. The Committee may levy the fine identified in Appendix "A" or, in its sole discretion, may bar the offender from the Project, or both.

d. For Violations of Section 3.j. The penalty described in said Section shall be deducted from the Deposit.

e. For Violations of Section 3.k. The penalty shall be a fine of double the cost of changing the work back to conform to the guidelines and or the pre-approved plans and specifications.

f. For Failure to Call for an Inspection. Failure to call for an inspection in accordance with the guidelines will incur a fine of One-Thousand Dollars (\$1,000) per offense. The fine is also identified in Appendix "A"

g. General. For violations of any provision of this Agreement, including any of the specific Sections enumerated above, the Committee may pursue such a legal or equitable remedy for damages or sanctions, as is deemed to be appropriate by the Committee under the circumstances.

6. Notices. Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and may be delivered in person to an officer of the Committee, the Owner or Builder, or may be deposited in the United States mail anywhere within the continental United States, duly registered or certified, postage prepaid, and addressed to the appropriate party at the addresses appearing in this Agreement. Any party hereto may from time to time, by written notice to the other served in the manner herein provided, designate a different address. If any notice or other document is sent by mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after the mailing thereof.

7. Rights and Remedies Cumulative. All rights, options and remedies of the Committee contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the Committee shall have the right to pursue any one or all of such remedies or an other remedy or relief which may be provided by law, whether or not stated in this Agreement.

8. No Waiver. No waiver by the Committee of a breach of any of the terms, covenants or conditions of this Agreement by Owner or Builder shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Owner or Builder hereunder shall be implied from any omission by the Committee to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by the Committee to or of any act by Owner or Builder requiring the Committee's consent or approval shall not be deemed to waive or render unnecessary the Committee's consent or approval to or of any subsequent similar act by Owner or Builder.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Amendment. This Agreement may be amended only by written instrument executed by the parties hereto.

11. Time is of the Essence. Time is of the essence of this Agreement.

12. Severability. The unenforceability, invalidity, illegality, or termination of any provision of this agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal and shall not terminate this Agreement or impair the rights or obligations of the parties hereto.

13. Captions. Section or paragraph titles or other headings contained in this Agreement are for convenience only and shall not be a part of this Agreement or considered in its interpretation.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Attorney's Fees. In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorney's fees, expenses of litigation, and costs of appeal.

IN WITNESS WHEREOF the Committee, Owner and Contractor have executed this Agreement as of the day and year first above written.

Construction shall not exceed 18 months from issuance of the Building Permit.

THE COMMITTEE:

- I have issued a copy of this contract.
- I have issued a copy of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- I have issued a copy of Appendix "A" Deposits, Fees & Penalties.

By: _____

Its: _____

Address _____

OWNER(S):

- I have received a copy of this contract.
- I have received a copy of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- I have received a copy of Appendix "A" Deposits, Fees & Penalties.

Owner (Signature & Date)

Owner (Signature & Date)

Address: _____

Phone: _____

Builder: _____

- I have received a copy of this contract.
- I have received a copy of the DECLARATIONS OF COVENANTS, CONDITIONS AND RESSTRICIONS.
- I have received a copy of Appendix "A" Deposits, Fees & Penalties.

Builder (Signature & Date)

Address: _____

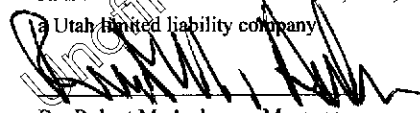
Phone: _____

ACKNOWLEDGEMENT AND CONSENT

RMA Investment Company, LLC, the owner of Lot Nos. 271, 277 and 278, Kolob Ranch Estates Phase 6C, Countryside Investment Company, LLC, the owner of Lot No. 279, Kolob Ranch Estates Phase 6C, Dayton T. Carr, the owner of Lot No. 272, Kolob Ranch Estates Phase 6C, Charles P. Stetson, Jr., the owner of Lot No. 273, Kolob Ranch Estates Phase 6C, and Mark Wittenbrink and Bonnie Wittenbrink, husband and wife, the owners of Lot No. 285, Kolob Ranch Estates Phase 6C, hereby consent to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kolob Ranch Estates Phase 6C, and further consent to and approve the recording thereof with the County Recorder of Washington County, State of Utah.

DATED this 27 day of December, 2012

RMA INVESTMENT COMPANY, LLC,
a Utah limited liability company


By: Robert M. Anderson, Manager

STATE OF UTAH)
) : SS.
COUNTY OF SALT LAKE)

On the 27 day of December, 2012, personally appeared before me ROBERT M. ANDERSON, the signer of the above instrument, who duly acknowledged to me that he executed the same for and on behalf of and in pursuant to authorization of RMA INVESTMENT COMPANY, LLC.




NOTARY PUBLIC

ACKNOWLEDGEMENT AND CONSENT

RMA Investment Company, LLC, the owner of Lot Nos. 271, 277 and 278, Kolob Ranch Estates Phase 6C, Countryside Investment Company, LLC, the owner of Lot No. 279, Kolob Ranch Estates Phase 6C, Dayton T. Carr, the owner of Lot No. 272, Kolob Ranch Estates Phase 6C, Charles P. Stetson, Jr., the owner of Lot No. 273, Kolob Ranch Estates Phase 6C, and Mark Wittenbrink and Bonnie Wittenbrink, husband and wife, the owners of Lot No. 285, Kolob Ranch Estates Phase 6C, hereby consent to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kolob Ranch Estates Phase 6C, and further consent to and approve the recording thereof with the County Recorder of Washington County, State of Utah.

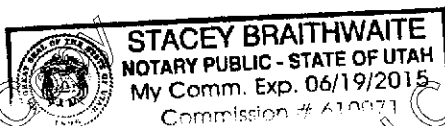
DATED this 27 day of December, 2012

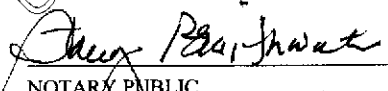
COUNTRYSIDE INVESTMENT
COMPANY, LLC, a Utah limited liability company


By: Stephen D. Swindle, Manager

STATE OF UTAH)
) : SS.
COUNTY OF SALT LAKE)

On the 27 day of December, 2012, personally appeared before me STEPHEN D. SWINDLE, the signer of the above instrument, who duly acknowledged to me that he executed the same for and on behalf of and in pursuant to authorization of COUNTRYSIDE INVESTMENT COMPANY, LLC.




NOTARY PUBLIC

ACKNOWLEDGEMENT AND CONSENT

RMA Investment Company, L.L.C., the owner of Lot Nos. 271, 277 and 278, Kolob Ranch Estates Phase 6C, Countryside Investment Company, L.L.C., the owner of Lot No. 279, Kolob Ranch Estates Phase 6C, Dayton T. Carr, the owner of Lot No. 272, Kolob Ranch Estates Phase 6C, Charles P. Stetson, Jr., the owner of Lot No. 273, Kolob Ranch Estates Phase 6C, and Mark Wittenbrink and Bonnie Wittenbrink, husband and wife, the owners of Lot No. 285, Kolob Ranch Estates Phase 6C, hereby consent to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kolob Ranch Estates Phase 6C, and further consent to and approve the recording thereof with the County Recorder of Washington County, State of Utah.

DATED this 28 day of December, 2012

Charles P. Stetson, Jr.

Charles P. Stetson, Jr.

STATE OF _____)
) : SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by CHARLES P. STETSON, JR.

NOTARY PUBLIC