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**DECLARATION  
OF  
EASEMENTS, COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
OF  
VINEYARD RIDGE SUBDIVISION**

THIS DECLARATION (hereinafter the "Declaration") is made and executed this 8 day of June, 2018, by VINEYARD RIDGE LLC, a Utah limited liability company (hereinafter the "Declarant"), in its capacity as the owner of the below described real property and as the developer of the VINEYARD RIDGE SUBDIVISION Washington County, Utah, (hereinafter the "Project").

**RECITALS**

WHEREAS, the Declarant is the owner of certain real property located in St. George City, Washington County, Utah, and more particularly described on Exhibit A attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Original Land").

WHEREAS, the Declarant is the owner, or may become the owner, of the real property located in St. George City, Washington County, Utah, and more particularly described on Exhibit B attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Expansion Land").

WHEREAS, the Declarant is developing the Original Land and Expansion Land as a subdivision which is to be known as Vineyard Ridge Subdivision and on which Declarant, or other parties will construct certain single residences and other improvements.

WHEREAS, the Declarant desires to provide for the preservation of the values of the Lots and Residences on the Project or in the Subdivision and which will be constructed on the Original Land or Expansion Land.

**DECLARATION**

NOW, THEREFORE, the Declarant does hereby state the Declaration in its entirety and hereby makes the following declaration:

**ARTICLE I  
DEFINITIONS**

Unless the Declarant shall clearly indicate otherwise, the following terms as used in this Declaration shall have the meanings set forth in this article:

1.1 Declarant shall mean Vineyard Ridge, LLC a Utah Limited Liability company and its successors and assigns, if any, as developer of the Project

1.2 Declarant Control Period shall mean the period of time from recordation of this Declaration until the earlier of (a) the date that the Declarant, or its successor or assign, has sold all of the Lots in the Project which shall mean and include not only all of the Lots on the Property but all of the Lots that are or could be included in the Project on the Expansion Land, if and as the same may be included in the Project as provided herein, or (b) the date the Declarant shall elect to terminate the Declarant Control Period and shall execute a written termination thereof.

1.3 Declaration shall mean this Declaration of Easements, Covenants, Conditions, and Restrictions.

1.4 Expansion Land shall mean and refer to that real property to be situated in St. George City, Washington County, Utah, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, together with all Improvements which may be constructed thereon. A description of the Expansion Land is set forth in this Declaration solely for purposes of identification and this Declaration is not deemed to constitute a lien, encumbrance, or restriction upon all or any portion of the Expansion Land unless and until the same is added to and becomes a part of the Property in accordance with the provisions of this Declaration.

1.5 Lot or Homesite shall mean and refer to any of the separately numbered and individually described parcels of land within the Project as designated on the Plat, including any amended or supplemental plat

1.6 Mortgage shall mean any recorded mortgage or deed of trust encumbering a Lot; and Mortgagee shall mean any mortgagee under a mortgage or a beneficiary under a Deed of Trust.

1.7 Owner shall mean any person or entity, including the Declarant, who is the owner of record or the contract purchaser of a fee or undivided fee interest in a Lot or Homesite. Owner shall not mean or refer to any Mortgagee unless such Mortgagee has acquired fee title pursuant to foreclosure, or any sale, conveyance or other proceeding in lieu of foreclosure. If more than one person or entity shall be the Owner of a particular Lot or Homesite, then all of such persons or entities shall be jointly and severally liable for all obligations and responsibilities of an Owner hereunder.

1.8 Plat shall mean the plat covering the Property and which is entitled Vineyard Ridge, Phase I, Subdivision, St. George City, Washington County, Utah, prepared and certified by Roger M. Bundy (a registered Utah land surveyor, Certificate No. 7654) which plat has been executed by Declarant and is filed for record in the office of the Washington County Recorder or will be filed for Record concurrently with this Declaration. Plat shall also mean any amendments to the above-named plats or any subsequent plats covering the Expansion Land.

1.9 Property shall mean all Land covered by this Declaration, including the Common Areas and Lots, all buildings, improvements and other structures thereon, all easements, rights and appurtenances belonging thereto and all personal property intended for use in connection therewith.

1.10 Residence shall mean the single-family dwelling to be constructed on a Lot.

## ARTICLE II SUBMISSION OF LAND AND EXPANSION LAND

2.1 Submission of Property. The Declarant hereby submits and subjects the real property located in St. George City, Washington County, Utah and more particularly described on Exhibit A, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

2.2 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant:

(a) to construct and complete on the Property the private and public roads to serve the Project;

(b)

to construct and complete each of the Residences and all of the other improvements to be constructed on the Lots and to do all other things reasonably necessary in connection therewith;

(c) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem to be necessary or appropriate; and

(d) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Lots hereof. With the exception of perpetual easements, the reservations hereby

effected shall, unless sooner terminated in accordance with their terms expire five (5) years after the date on which this Declaration is filed for record with the County Recorder of Washington County.

2.3 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot thereby consents to and agrees to be bound by all of the provisions of this Declaration.

2.4 Annexation. All or any part of the Expansion Land may be annexed to and become subject to this Declaration as a part of the Property and thus become subject to the Declaration and the jurisdiction of the Association, provided that a Supplementary Declaration covering a portion of the Expansion Land shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said Expansion Land described therein making the same subject to this Declaration. There is no requirement that the Expansion Land or any part of it become part of the Project. Until such annexation, the Expansion Land shall not be part of the Project nor be subject to the terms of this Declaration.

### ARTICLE III. NATURE AND INCIDENTS OF OWNERSHIP

3.1 Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Property, whether such pipes, lines, utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities.

3.2 Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

3.3 Title to Lots. Title to a Lot, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

3.4 Description of a Lot. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot shall describe that Lot by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Washington County, Utah, in substantially the following fashion:

Lot \_\_\_\_\_, Vineyard Ridge, Phase \_\_\_\_\_ recorded in the County Recorder of Washington County, Utah, as Entry No., in Book \_\_\_\_\_, Page \_\_\_\_\_, SUBJECT TO the Declaration of Easements, Covenants, Conditions and Restrictions of Vineyard Ridge, recorded in the office of the Washington County Recorder as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, (as the same is amended or modified).

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot.

### ARTICLE IV. USE RESTRICTIONS

4.1 Residential Use. Each of the Lots in the Project shall be used for single family housing in compliance with St. George City ordinances. No building shall be erected or placed on any Lot other than a Residence, together with a garage and such outbuildings as are customarily appurtenant to a residence and

are permitted by St. George City ordinances. An "outbuilding" shall mean an enclosed covered structure not directly attached to the Residence.

4.2 Architectural Control Committee. The Architectural Control Committee, ("ACC"), shall be the Declarant until the Declarant Control Period expires as indicated herein. The Declarant may • assign the role of the Architectural Control Committee at any time during the Declarant Control Period. Prior to the expiration of the Declarant Control Period, the Declarant will either a) terminate the Architectural Control Committee by amending this Declaration or b) assign, in writing, the role of the Architectural Control Committee to three (3) Owners. Members of the Architectural Control Committee who serve after the Declarant will serve for 2 (two) consecutive years. At the conclusion of the two (2) year term, three (3) new Architectural Control Committee members may be selected upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. The Architectural Control Committee may be dissolved upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy only after the Declarant Control period has expired. The construction of any Residence, out-building, fence, wall or other structure (hereinafter 'Improvement') shall be subject to the following restrictions and conditions.

(a) No Improvement may be commenced, erected, or maintained without the approval of the Architectural Control Committee.

(b) Any Owner proposing the construction of any Improvement shall submit, in writing, plans and specifications for the same to the Architectural Control Committee. Such plans and specifications shall include but not be limited to the nature, kind, shape, height, materials, plot plans, floor plans, exterior color scheme, grading plan and finished elevations.

(c) The Architectural Control Committee shall have the right to refuse any such plans, specifications, or grading or landscaping plans which are not suitable or desirable, in the Committees opinion, for aesthetic or other reasons, and may take into consideration the suitability of the proposed building or other structure, the materials to be used, the harmony thereof with the surroundings, the topography of the land, and the effect of the proposed Improvement on the view from adjacent or neighboring Lots.

(d) In the event the Architectural Control Committee shall fail to disapprove of the plans and specifications within thirty (30) days of the date of submission, such failure shall be deemed to be approval.

(e) The Architectural Control Committee shall not be liable for its approval or disapproval of any plans or specifications or for any action or failure to act in regard to such approval process.

(f) Upon approval by the Architectural Control Committee, the construction of the Improvements shall be promptly commenced and shall diligently proceed to completion. All such construction shall be completed within twelve (12) months of the approval or deemed approval unless the Architectural Control Committee shall extend the time for completion upon a determination that such extension is warranted by unusual circumstances or to delays which are beyond the control of the Owner constructing such Improvements.

4.3 Other Restrictions. Nothing shall be done on or kept on or in any Lot which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Residence or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Residences or Lots. No obnoxious, destructive, or offensive activities shall be carried on any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

4.4 Nuisances. No noxious or offensive activity shall be carried on upon any homesite, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No clothes drying or storage of any articles that are visible from any public street shall be permitted. No Owner's use of a Lot or Residence shall endanger the health or disturb the reasonable

enjoyment of any other owner or resident.

4.5. Animals, Livestock, Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any homesite, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in number may be kept in a residence constructed on a homesite, provided they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the Owner's residence.

4.6. Boats and Recreational and Other Vehicles: No boats, trailers, buses, motor homes, campers, recreational vehicles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles, shall be parked or stored upon any homesite except within an enclosed garage or on a cement pad behind a screened fence and behind the required front homesite set-back area. No such vehicles shall be parked overnight on any street located within the subdivision. Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or homesite or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any homesite or road area for a period exceeding thirty (30) days, the Developer or any other homesite Owner may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach as a valid lien against the homesite owner in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for not less than six (6) weeks. Trailers, motor homes, and trucks over 9,000 pounds gross volume weight are not allowed to be stored upon any vacant homesite or street or road areas adjacent to the Property. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway, in front of any dwelling, or on a private or public street.

#### ARTICLE V. DUTIES AND OBLIGATIONS OF OWNERS

5.1 Maintenance and Repair. Each Owner shall, at his or her sole cost and expense, keep his or her Lot and all improvements thereon, in a clean, safe, sanitary and attractive condition, and in a good state of repair. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, thereby contributing to the beauty and value of the neighborhood. The Owners obligation shall include the obligations to keep any landscaping on his or her Lot in a clean, safe and attractive condition and in good order, condition and repair. No Residence, building, structure, landscaping or fencing upon any Lot shall be permitted to fall into disrepair.

5.2 Assessments. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration.

#### ARTICLES VI.- IX DELETED

#### ARTICLE X. MORTGAGEE PROTECTION

10.1 Amendment. After the Declarant Control Period, no amendment to this Declaration shall affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment or any successor or assign thereof, unless Mortgagee representing sixty-seven percent (67%) of the Lot Owners have consented in writing to such amendment or such percentage of the Mortgagee's consents are presumed in accordance with the provisions of U.C.A Section 57-8a-210.

ARTICLE XI  
BUILDING AND DESIGN STANDARDS

11.1 Building Locations. Each Residence and any other buildings shall be located such that all set back requirements are in conformity with minimums set by St. George City and as otherwise noted on the recorded subdivision plat.

11.2 Building Structures and Accessories. Every Residence, exclusive of garages, shall be of the following sizes:

(a) Single Story Residences. Single level Residences shall have a minimum finished area above the grade level of the Lot of 2,200 square feet, unless the Lot size is less than 11,000 square feet, in which case the minimum finished area shall be 2,000 square feet.

(b) Two Story Residences. Two story Residences shall have a minimum finished area of 1,800 square feet above ground on the main floor, and a minimum total area of 2,600 square feet finished area above ground. If the Lot size is less than 11,000 square feet then the minimum finished above ground area on the main floor for a two story Residence shall be allowed to be 1,600 square feet, but the minimum total above ground finished area of such Residence shall be 2,500 square feet.

11.3 Building Height. First floor finished floor heights shall not exceed approximately one foot above the grade and elevation of the Lot at the time of final plat approval by the City. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Residence shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures in its sole and absolute discretion.

11.4 Garages. Each Residence must accommodate a minimum of two (2) cars, in a fully enclosed garage. Where possible, side entry garages are encouraged to present a varied and less uniform scope. Carports are not permitted. The exposed face of the garage door shall not exceed 10 feet in height.

11.5 Exterior Building Materials. Brick, stone, stucco, or other masonry materials approved by the Architectural Control Committee are required to cover the exterior of the Residence. Other high quality exterior materials, including but not limited to LP Smartside, may be used but must first be approved by the Architectural Control Committee. Color combinations should blend well as to enhance the overall look of each Residence. Extreme color combinations and designs are not permitted.

11.6 Roofs. Roofing materials will consist of concrete tile or slate and be in colors which blend with the balance of the exterior of the structure. Roof pitch shall not be less than 4/12 over the main portion of the structure.

11.7 Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Residence, and shall be integral to the architecture of the Residence.

11.8 Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements.

11.9 Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.

11.10 Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.

11.11 Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the Lot or street, may be constructed of brick, cinder block, pre-cast concrete or wrought iron, or combinations of the above materials. No vinyl, chain link, wire, or wood, fencing or gates will be allowed. A soils investigation and report shall be required by the ACC to confirm that soil below any wall has been properly excavated and re-compacted before any wall is constructed. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to be in compliance with St. George City ordinance for fences. Side yard fences on corner lots must be set back at least 10 feet from the sidewalk. Rear and side yard fencing is encouraged. Gates shall be of wrought iron or metal which is

visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Privacy backing for gates must also be metal.

11.12 Antennas and Satellite Dishes. All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from view from the streets whenever possible unless the Architectural Control Committee shall waive the requirement of such screening, FCC Antenna and Dish Policy. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the FCC regulated dish is placed in a location screened from view of the Streets. Location of an FCC approved dish may not be restricted by the ACC so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the property of another Owner. The dish must comply with all applicable city, county and state laws, regulations and codes. The ACC must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions. In order to protect against personal injury and property damage, a dish may not be placed in a location where it may come into contact with a power line. In order to protect against personal injury and property damage, all dishes must be properly grounded and secured. In order to protect against personal injury, dishes may not block or obstruct any driver's view of an intersection or Street. The Owner is responsible for all costs associated with the installation and maintenance of a dish. The Owner is responsible for all damage caused by or connected with the dish. The Owner must hold the ACC and Declarant harmless and indemnify the ACC and Declarant in the event that someone is injured by the dish. The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. If requested by the ACC, the Owner must establish a mutually convenient time to meet with a representative of the ACC to review and discuss the antenna. In the event of a violation of this Section, the ACC may bring an action for declaratory relief with the FCC or the Fifth District Court, Washington County, after notice and an opportunity to be heard. If the FCC or Court determines that this Section is enforceable, the Owner shall pay a \$50.00 fine to the ACC for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. If an antenna poses a serious, immediate safety hazard, the ACC may seek injunctive relief to compel the removal of the antenna. The ACC shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Section. If any provision of this Section is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into this Section as if frilly set forth herein.

11.13 Pools, Spas, Fountains, Game-courts. Homesite Owner shall obtain a soils test and recommendation from AGECEC prior to digging or installing a pool. Pools, spas, fountains and game-courts shall be located to avoid impact on adjacent Lots or Residences with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring Residences. No unsightly structures shall be constructed or permitted. Lighting for game-courts shall be turned off by 10 PM. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other homesites.

11.14 Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view from the street and adjoining lots unless such screening is waived by the Architectural Control Committee. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

11.15 Landscaping Guidelines and Requirements. Landscaping of the landscape strip along the frontage of each Lot, between the back of curb and sidewalk, shall be the responsibility of Lot Owner and shall (1) include two trees with their location and type determined by the ACC; and (2) further include xeriscape-

preferred landscaping with the number and type of plants required and allowed to be determined by the ACC, not primarily rock or gravel, and no grass allowed. The landscape strip, including all trees, plants and irrigation system, shall be maintained in good condition, repair and appearance at all times by Lot Owner. Prior to occupancy of Residence, Lot Owner must have substantially completed the front landscaping of Residence, including the landscape strip. Within twelve (12) months after the completion of construction of any Residence, the owner of Residence must have substantially completed the rear landscaping of Residence. Landscaping shall conform with the standard community-wide landscaping plan approved by the city of St. George.

11.16 Sprinkler System. Each Lot must have a functional automated watering system.

11.17 Water Drainage. Each Lot Owner is responsible for retaining all soil erosion and water drainage, including but not limited to, rain, snow melt and sprinklers within their own Lot. Any desired or necessary retaining walls to accomplish such retention are the responsibility of each Lot Owner.

11.18 Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

11.19 Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained as not to be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

11.20 Ground Water and Soil Erosion: If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow the recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to prevent runoff water from entering adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to provide positive drainage away from the Residence and to minimize erosion and runoff. Any desired or necessary retaining walls are the responsibility of each Lot Owner and must meet the requirements of the Architectural Control Committee and applicable St. George City Ordinances.

11.21 Accessory Buildings: No storage or utility buildings are allowed. All such structures intended for such uses must be built so as to be part of the house.

11.22 Sight Obstructions: No fence, wall, hedge, shrub, tree or foliage shall be planted, kept or maintained in such manner that shall create a potential hazard or an aesthetically unpleasant appearance to the other residents of the area. Lot Owners shall be considerate of other Lot Owners views and endeavor to reasonably maintain such views.

11.23 Fences and Walls: Fences, walls and other barriers shall be approved by the ACC. Adjoining properties owners are encouraged to fairly share in the cost of fencing and walls on shared property lines where applicable.

11.24 Lights. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light down and away from adjacent residences and away from the vision of passing motorists.

11.25 Matching Colors. Sheet metal, flashing, vents, and pipes must be colored to match the material to which they are attached or from which they project.

11.26 Excavations. Except for excavations for an approved foundation or basement or swimming pool, no excavations or removal of dirt are permitted on any Homesite. All homebuilders and Homesite Owners should become familiar with the geotechnical report prepared by Applied GeoTech ("AGEC") for Vineyard Ridge Subdivision on file with the City of St.



George and comply with its recommendations.

11.27 Security Deposit/Bond. The ACC may require that each homesite Owner and/or Contractor post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ACC, in an amount not to exceed one thousand five hundred dollars (\$1,500.00), as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bond, security deposit, or letter of credit has been properly posted with the ACC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Property caused by the homesite Owner or his contractors or agents in the construction of improvements.

11.28 Soils Tests. The ACC may require that the Homesite Owner obtain a soils test and recommendation on the foundation prior to final approval of any plans. Furthermore, the ACC may condition final approval following the recommendations set forth in the soils test document. NOT WITHSTANDING ANY OTHER LANGUAGE CONTAINED HEREIN, BY ACCEPTING A DEED TO, OR CONVEYANCE OF, ANY HOMESITE, OR OTHER PART OR PORTION OF THE PROPERTY BY THE GRANTEE THEREIN NAMED OR BY THEIR LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, ANY HOMESITE OWNERS ARE THEREBY WAIVING ANY CLAIMS AGAINST THE DECLARANT OR ANY OF THE DECLARANT'S OWNERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES IN ANY WAY RELATED TO THE SOIL CONDITIONS OF ANY HOMESITE AND ANY EXCAVATION OR COMPACTION OF THE SOIL OF ANY HOMESITE. EACH HOMESITE OWNER OR POTENTIAL HOMESITE OWNER IS HEREBY ADVISED TO OBTAIN A SOILS TEST AND RECOMMENDATION ON FOUNDATION PRIOR TO PURCHASING A HOMESITE AND PRIOR TO COMMENCING CONSTRUCTION OF ANY STRUCTURE ON ANY HOMESITE. EACH HOMESITE OWNER FURTHER ACKNOWLEDGES THAT HE OR SHE IS FAMILIAR WITH AND WILL FULLY COMPLY WITH (1) THE GEOTECHNICAL REPORT, INCLUDING ANY REVISIONS AND ADDENDUMS, FROM AGECE FOR THE VINEYARD RIDGE SUBDIVISION; AND (2) ALL SUBSEQUENT REPORTS FROM AGECE REGARDING BUILDING PAD PREPARATION FOR THE LOTS IN PHASES 1 AND 2 IN THE VINEYARD RIDGE SUBDIVISION. EACH HOMESITE OWNER SPECIFICALLY AGREES TO FULLY COMPLY WITH THE GUIDELINES AND RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION AND THE REPORTS FROM AGECE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE CUT, FILL, EXCAVATION, COMPACTION, REMOVAL AND RECOMPACTION, PAD PREPARATION, PROPOSED HOUSE FOOTPRINT, PAD SIZE, AND SETBACKS.

11.29 Declarant Exempt. The Declarant is exempt from the provisions, restrictions, and requirements of this Article 11, as the same may be amended, supplemented, or replaced in accordance with other provisions of this Declaration.

11.30 Commencement of Construction. The construction of the dwelling unit on any Lot shall be commenced within three (3) years after purchase of the Lot. If construction of a dwelling unit on the Lot has not commenced within three (3) years after purchase of said Lot from Declarant, Declarant shall have the right to, solely at his discretion, repurchase the Lot from the Lot Owner at a price equal to the price paid by the Lot Owner that purchased the Lot from the Declarant.

11.31 Builder Approval. During the term and existence of the ACC, all residential dwellings in the subdivision must be constructed by a builder approved by the ACC, which approval shall not be unreasonably withheld. Criteria for approval shall include: i) proof of experience in the construction industry and ability to competently construct the proposed residential dwelling, and (ii) absence of a record of noncompliance with these CC&Rs.

11.32 Limitation of Liability. The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping, including any failure to obtain a soils test and recommendation on foundation, and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

11.33 Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Lot Owner and/or their agents of any particular homesite in the subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the Lot Owner.

## ARTICLE XII MISCELLANEOUS

12.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the registered agent, or any officer or Trustee of the Association.

12.2 Amendment of this Declaration. During the Declarant Control Period, the Declarant at any time and from time to time, alone, shall be entitled to amend this Declaration and the Plat; provided, however, that Declarant shall not have the right to amend the Plat so as to modify the location, dimensions or size of any Lot which has been previously conveyed to an Owner. After the Declarant Control Period, the Owners at any time, and from time to time, shall have the right to amend this Declaration and/or the Plat upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. Any such amendment shall be by an instrument duly recorded with the County Recorder of Washington County, Utah.

12.3 Declarants Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property, the Expansion Land or the Project may be assigned.

12.4 Enforcement of Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration; (a) any Owner; or (b) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

12.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

12.6 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

12.7 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration of any paragraph or provisions hereof.

12.8 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Washington County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in

writing (or presumed consented to) by sixty-seven percent (67%) of the Mortgagees of Lots affected thereby in accordance with the provisions of 12.3

12.9 Declarants Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property, the Expansion Land or the Project may be assigned.

12.10 Enforcement of Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration; (a) any Owner; or (b) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

12.11 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

12.12. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

12.13 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration or any paragraph or provisions hereof.

12.14 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Washington County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in writing (or presumed consented to) by sixty-seven percent (67%) of the Owners of Lots affected thereby in accordance with the provisions of Section 12.2.

12.15 Conflict. In case any provisions shall conflict with Utah law, Utah law shall be deemed to control.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document  
this 8 day of June, 2018.

DECLARANT:


VINEYARD RIDGE, LLC  
A Utah Limited Liability Company

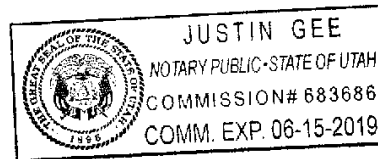
By: Clara Brothers LLC  
Its: Manager

By:   
Shaun Sullivan, Manager

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF WASHINGTON )

On this 8 day of June, 2018, before me personally appeared Shaun Sullivan, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Clara Brothers, LLC, the Manager of Vineyard Ridge, LLC, and that the foregoing document was signed by him on behalf of that limited liability company by authority of its bylaws or of a resolution, and he acknowledged before me that the limited liability company executed the document and the document was the act of the limited liability company for its stated purpose.

  
\_\_\_\_\_  
NOTARY PUBLIC



"EXHIBIT A"

BEGINNING AT A POINT S89°20'42"E, 1429.77 FEET ALONG THE EAST-WEST CENTER SECTION LINE (BETWEEN THE WEST 1/4 CORNER AND THE CENTER WEST 1/16TH CORNER OF SECTION 22) AND SOUTH 133.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, T42S, R16W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF "THE VILLA BONITA ON MALAGA PHASE 2" SUBDIVISION, FILED AS DOCUMENT NO. 990574 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°20'42"E 1247.57 FEET ALONG THE BOUNDARY OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF "VILLA BONITA COURTYARDS" SUBDIVISION, FILED AS DOCUMENT NO. 20080042783 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S0°29'07"W 436.38 FEET ALONG THE WEST BOUNDARY OF SAID SUBDIVISION AND AN EXTENSION THEREOF TO A CORNER ON THE BOUNDARY OF "WAILEA FALLS AT STONEBRIDGE PHASE 2" SUBDIVISION; THENCE S78°15'40"W 97.62 FEET ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE N22°45'22"W 77.40 FEET TO A POINT ON A 64.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N30°19'41"W; THENCE SOUTHWESTERLY 33.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'56"; THENCE N89°21'19"W 88.36 FEET; THENCE N0°29'07"E 144.17 FEET; THENCE N89°20'09"W 526.00 FEET; THENCE S0°31'00"W 121.75 FEET; THENCE N89°20'40"W 16.00 FEET; THENCE S0°32'24"W 122.88 FEET; THENCE N89°26'09"W 216.58 FEET TO A POINT ON A 577.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N83°06'39"E; THENCE SOUTHERLY 33.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°21'36"; THENCE S79°45'03"W 45.00 FEET; THENCE S74°50'43"W 168.01 FEET; THENCE N26°46'41"W 50.18 FEET; THENCE N13°45'17"W 87.66 FEET; THENCE N5°40'02"E 57.96 FEET; THENCE N11°11'27"E 56.95 FEET; THENCE N18°28'55"E 113.89 FEET; THENCE N1°21'54"E 108.05 FEET; THENCE N14°06'15"W 66.47 FEET; THENCE N28°34'15"W 68.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.787 ACRES.