

Upon recording return to:  
River Point Development, LC  
274 S 600 E  
Alpine UT 84004

ENT 3120:2021 PG 1 of 16  
**Andrea Allen**  
**Utah County Recorder**  
2021 Jan 06 04:25 PM FEE 44.00 BY DA  
RECORDED FOR Inwest Title - Orem #1  
ELECTRONICALLY RECORDED

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR**

**RIVER POINT SUBDIVISION  
PLAT B**

THIS Declaration of Covenants, Conditions and Restrictions is made and executed by RIVER POINT DEVELOPMENT, LC, a Utah limited liability company, whose principal address is 274 South 600 East Alpine, Utah. (the "Declarant").

RECITALS

- A. The Property is an area of unique natural beauty, featuring distinctive terrain, river access and desirable viewscapes.
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which the desirability of living on the real estate subject to this Declaration is enhanced, and which will preserve and increase the attractiveness, quality and value of the land and improvements thereof.
- C. This Declaration of Covenants, Conditions and Restrictions affects that certain real property located in Spanish Fork City, Utah County, State of Utah, described with particularity in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter referred to as the "Tract").
- D. Declarant is the owner of the Tract.
- E. Declarant has constructed, is in the process of constructing or will construct upon the Tract a residential subdivision (hereinafter referred to as the "Subdivision"). which shall include certain Lots and other improvements. All such construction has been, or is to be, performed in accordance with this Declaration, any Design Guidelines adopted by the Declarant, and plans contained in the recorded Record of Plat Map.
- F. Declarant intends to sell to various purchasers fee title to the individual Lots or homes contained in the Tract, subject to the Record of Plat Map and the covenants, conditions and restrictions set forth herein.
- G. Since the completion of the Subdivision may be in phases, the completed Subdivision will consist of the original phase and all subsequent phases. Future phases may or may not be subject to the same covenants, conditions and restrictions.
- H. The Subdivision is to be known as "RIVER POINT SUBDIVISION".

NOW, THEREFORE, Declarant hereby declares that the Tract, including all Lots therein, is and

shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes. The said covenants, conditions, restrictions and equitable servitudes are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use and occupancy of the Tract; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the Recitals.

### AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to the **eight Lots contained in River Point Subdivision Plat B** (refer to the attached Exhibit "A").

### RESIDENTIAL AREA COVENANTS

1. Land use and building type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles and accessory buildings as approved by the Architectural and Landscaping Review Committee. Each finished rambler style dwelling shall have a minimum square footage of 2000 square feet of main floor living area. All multi-story dwellings shall have a minimum of 2400 finished square feet, including 1450 square feet of finished living space on the ground level floor. Square footage is excluding garages, basements, verandas, patios, porches and steps. Where feasible the garage shall be situated as to utilize a side or rear facing entrance.

2. Exterior Building Material. The front elevations of all homes to be constructed shall be 100% masonry or masonry products, including brick, stone, stucco, and masonry siding products. Cedar shingles and other high-quality materials may be used as approved by the ALRC (as defined herein). This requirement excludes windows, doors, fascia, and soffits. Additionally, the front elevations of all homes shall have a minimum of two distinct and varied materials, (i.e. cement siding and brick, stucco and brick, etc.). Thirty-year architectural grade shingles or better shall be used on all homes except those with flat roofs. Prefabricated homes, manufactured homes, homes made of exterior logs and "A" frame style homes are specifically prohibited.

3. Storage tanks. No tank for storage of fuel may be maintained above or below the surface of the ground unless specifically approved by the ALRC.

4. Building location. The minimum front, rear and side setback for all homes shall be established and approved on each recorded plat map of River Point Subdivision.

5. Storage of Building Materials. No building material of any kind or character shall be placed or stored upon any Lot for more than thirty (30) days unless the construction project for which the materials will be used is actively under construction.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. Animals. The keeping of animals other than those ordinarily kept as family pets (cats and dogs) is forbidden. If there is any question as to the appropriateness of a pet, the ALRC shall determine

whether the pet is allowed in the Subdivision; except that, no animal shall be kept in the subdivision that creates a nuisance or disturbance to residents of the Subdivision.

8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood as determined by the ALRC.

9. Signage. No signs, billboards, nor advertising structures may be erected or displayed on any Lot hereinbefore described or parts or portions thereof, except that a single temporary sign, not more than 2 feet x 3 feet in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the affected Lot. Notwithstanding the foregoing, the Declarant, a builder constructing a home on a Lot, or real estate agent marketing a newly constructed home may place signage on a Lot and in the Subdivision in accordance with City ordinance.

10. Religious, Holiday and Political Displays. The rights of Owners and occupants to display religious, holiday and political signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in single family residential neighborhoods shall not be abridged, except that the ALRC may adopt time, place, and manner restrictions regulating displays which are visible from outside the Lot.

11. Satellite dishes and Solar Collectors. No satellite dish, or antennae shall be placed on a house or structure in the front yard or side yard, setbacks or easements of said front or side yards and must not be visible from the street fronting the Lot. No Solar Collector shall be placed on a house or structure that may be seen from the street fronting the Lot unless the collectors are designed to appear as typical architectural elements, such as shingles, or unless such collectors are incorporated into the architectural aesthetic of the home as determined by the ALRC.

12. Rubbish. No trash, ashes, nor any other refuse may be dumped, thrown, or otherwise disposed of on any Lot hereinbefore described or any part or portion thereof. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Unused automobiles, furniture or other household items shall not remain in sight for more than 24 hours. All owners of Lots must subscribe to city garbage disposal service.

13. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn, or other out-buildings shall be used on any Lot at any time as a dwelling or residence, either temporarily or permanently.

14. Accessory buildings. Any detached accessory building erected on any Lot shall conform in design and materials with the primary residential home on the Lot, except if approved otherwise in writing by the ALRC. All accessory buildings must comply with Spanish Fork City ordinances and may not be built within front, rear or side setbacks.

15. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be over 7 feet in height. All fences must be approved in writing by the ALRC before installation and must comply with Spanish Fork City ordinances and these CCRs. All Lots abutting the river shall have a consistent fencing along the river which shall be a decorative 6' tall, black aluminum fence, with 1"

square rods and 4" square posts. (Refer to picture in Exhibit "B")

16. Parking and Storage. No inoperative automobile shall be placed outside a garage on any Lot or adjacent street for more than five days in any thirty-day period. No commercial type vehicles or trucks (vehicles with specialized equipment of vehicles with signage advertising any business, person or entity) shall be parked overnight or stored on the front yard or driveway of any Lot, or within the side yard on the street side of a corner Lot, or on the residential street except while engaged in transportation or the immediate provision or services to the residence where parked. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards.

17. Maintenance. Every Lot, including improvements there on, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

18. Coolers. Roof and window mounted evaporative coolers and compressor coolers are prohibited.

19. Outdoor Lighting. Lighting shall be situated such that the light will not shine onto the adjacent Lots. Too many lights or lights that are too bright, and that are objectionable to the adjacent Lot owners, are subject to review and approval of the ALRC.

20. Landscaping. All front yard landscaping shall be installed within the first twelve months from date an occupancy permit is granted for each individual dwelling. Landscaping of any Lot shall not prevent the flow of rainwater or runoff water from Lots above the Lot in elevation.

21. Monotony. To prevent monotony within the Subdivision, a minimum of five hundred feet along the fronting road shall separate the same building elevation. In addition, the same building elevation anywhere in the Subdivision may not have the same materials and colors and style. **The ALRC shall have the right to deny any plan the ALRC deems to be too similar to another home within the Subdivision.**

22. Basement and Flatwork Construction. Due to the potential of high ground water that may affect the Lots located near the river, any basement constructed under a home shall place the footing of the basement no lower than an elevation of 4561'.

23. Perimeter Drains. Due to the potential of seepage of ground water into the basement or living area of the home, it is recommended that each Lot Owner install a perimeter drain system to intercept water that may be present or may become present in the soil prior to entering the house. In the event ground water is encountered during the construction of a basement or foundation, a perimeter drain system shall be installed to prevent water seepage into the house.

24. Excavation and Construction. Footings, foundations and flatwork shall be placed on native soil or on compacted engineered fill material in accordance with city code and in accordance with recommendations of a geotechnical report ordered and paid for by Lot Owner prior to construction.

25. Floodway. Certain Lots along the Spanish Fork River are located in the natural floodway of the river. The Lot Owner shall not modify the elevation of the floodway in any manner.

26. Waiver of Covenants. Any deviations from the requirements contained within this Section must be approved in writing by the Architectural and Landscaping Review Committee, (herein referred to as the "ALRC"). The ALRC may waive any such covenants, conditions, or restriction it deems necessary and prudent in order to use the Lot for its intended purpose. Any waiver granted by the ALRC shall not set a precedence and shall not guarantee the same waiver for another Lot.

**27. Prior Use of Property. Prior to the ownership of the Property by Declarant, the Property was use as a construction waste dump site. Declarant has completed remediation of the site according to a remediation agreement between Declarant and Spanish Fork City. There may remain construction and demolition debris upon the surface of and buried below the surface of the Lot. All prospective purchasers or users shall perform any and all due diligence purchasers or users deem necessary to ensure that the Lot is suitable for purchasers' or users' intended purpose prior to closing the purchase of the Lot.**

#### NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers.

#### SUBMISSION TO ALRC

Prior to commencing construction of a home, the owner of a Lot shall submit the following documents to the Architectural and Landscape Review Committee and obtain approval of same:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street and including drainage plan.
  2. Floor plans of each floor level to scale.
  3. Elevations to scale of all sides of the house.
  4. *Specifications* and descriptions of all materials to be used on the exterior of the home.
- Samples of exterior materials.

#### ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE

1. The initial ALRC shall consist of the Declarant/Subdivision Owner/Developer of Record and/or its assigns. The Declarant/Subdivision Owner/Developer of Record, and its assigns, shall serve as the ALRC until the earlier of, 1) ten (10) years from the date of the first Lot in Plat A is sold to a Lot owner or until all land in the original Plat and all Additional Land has been fully developed (including completion of all construction). Except for the initial ALRC which consists of the Declarant/Owner/Developer of record and/or its assigns, the ALRC shall consist of three (3) Lot owners who are residents appointed by Declarant or duly elected by a majority of the Lot owners for a period of three years (except

that in the first election, the first member elected shall serve for one year, the second member elected shall service two years and the third member elected shall serve three years in order to provide for continuity of the ALRC).

A majority of the three ALRC members shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the ALRC shall have full authority to appoint another person to fill said vacancy for the remaining term of the departing member. Except for the Declarant/Subdivision Owner/Developer of Record, or its assigns, all members of the ALRC must be Lot owners and residents of the subdivision at the time of their election. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the ALRC shall have effectively resigned. Until all Lots in the Subdivision are sold by the initial Declarant/Subdivision Owner/Developer or until the requisite ten (10) years has elapsed (the "Period of Declarant's Control") the Declarant/Subdivision Owner/Developer of Record, or its assigns, shall have control of the ALRC. After all Lots owned by the initial Declarant/Subdivision Owner/Developer of Record, or its assigns, are sold, Declarant/Subdivision Owner/Developer of Record, or its assigns, shall appoint three (3) Lot owners who are residents in the subdivision to stand as the ALRC (the first shall serve for a period of one year, the second shall serve two years and the third shall serve three years in order to provide for continuity of the ALRC). Following expiration of the respective terms of the ALRC members appointed by the Declarant/Owner/Developer of record, or its assigns, the ALRC members shall be elected by the Lot owners as the respective terms expire. Except for the original ALRC and the three (3) ALRC members who are appointed by the Declarant/Subdivision Owner/Developer of Record, the ALRC shall consist of three (3) Lot owners who are residents, duly elected by a majority of the Lot owners.

2. It is understood that the ALRC members shall serve without pay and are to give of their time as a public service to the subdivision. Therefore, any liability incurred due to any action by the ALRC or its members or any oversight or implied mistake that might arise due to the action of the ALRC or any of its members while carrying out the functions of the ALRC will be exempt from any civil claims brought by any Lot owner or owners. Therefore, each Lot owner (or all of the Lot owners acting as a group according to this Declaration) shall save, indemnify and hold harmless the ALRC and its members as to any such action and they shall be exempt from any civil recourse either intended or implied to any of the ALRC members while serving in the capacity of the ALRC, or for the decisions, acts, omissions, judgments and the like which they may take or render during the course of their service.

3.. If, for any reason, there is no duly appointed or elected ALRC members (and, therefore, no acting or authorized ALRC), any Lot owner or group of Lot owners may enforce these provisions through civil action in any court of competent jurisdiction.

#### COMMITTEE PROCEDURE AND GRANT OF AUTHORITY

1. The ALRC shall consider, approve and/or reject the following items: provided, however, during the Period of Declarant's Control, with only its approval and consent the ALRC can accept or reject:

- a. Preliminary Plans of a proposed home
- b. Final Plans of a proposed home.
- c. Complaints from owners related to the CCRs

2. The ALRC shall act within fourteen days on any of the above and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

3. An owner whose plans are rejected shall meet with the ALRC at the ALRC's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

4. Finally, the ALRC has the authority to judge buildings plans, materials, fences, planting, etc., on whatever basis available to it with the aim of complying with the intent of these CCRs. All decisions of the ALRC shall be final. The ALRC may grant an exception to the CCRs when based upon sound judgment, analysis and discussion and the exception would serve to utilize the Lot as it was intended to be used. The exception shall be by unanimous vote of the members of the ALRC.

5. In the event the ALRC fails to approve or disapprove such proposed design and location within fourteen days after such plans and specifications have been submitted to it in writing, then this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the Subdivision and the provisions of these CCRs.

6. The ALRC shall have, and is hereby granted, the following authority and powers:

- a. The power and authority to enter into or upon any Lot.
- b. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Subdivision.
- c. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.
- d. The power to sue and levy fines and record liens.
- e. The authority to enter into contracts which in any way concern the Subdivision, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the ALRC in carrying out any of its functions or to insure that the Subdivision is maintained and used in a manner consistent with this Declaration.
- g. The authority to conduct meetings.
- h. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ALRC to perform its functions on behalf of the Owners. The ALRC is hereby granted the authority to issue citations, assess fines and take whatever other reasonable action is necessary to enforce these restrictions.

7. By the acceptance of a deed to a Lot or any other document of conveyance, each owner expressly agrees that individual assessments may be levied against him and his Lot by the ALRC to pay, compensate or reimburse the ALRC for: (a) late fees, (b) default interest on amounts due at 1.5% per month (unless otherwise determined by the ALRC), (b) fines levied for violations of these covenants; (c) costs and expenses incurred by the ALRC in interpreting and/or enforcing these restrictions; and (d)

reasonable attorney's fees, default interest, late fees, and other charges relating thereto.

8. Each assessment is a debt of the Lot owner at the time the assessment is made and is collectible as such. If any owner fails or refuses to make any payment of the debt when due, that amount constitutes a lien on the interest of the owner in the property, and upon the recording of notice of lien by the ALRC is a lien upon the owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

9. If any Assessments remain unpaid, the ALRC may institute suit to collect the amounts due and/or commence procedures to foreclose the lien.

10. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

11. No Owner may waive or otherwise exempt himself from liability for the payment of any assessments provided for herein by the abandonment of his Lot.

12. No reduction or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the ALRC to take some action or perform some function required to be taken or performed by the ALRC under this Declaration or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner.

13. The lien for nonpayment of assessments may be enforced by sale or foreclosure of the owner's interest therein by the ALRC. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for his home during the pendency of the foreclosure action. The ALRC in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The ALRC may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

14. If the ALRC elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the ALRC, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

#### GENERAL PROVISIONS

1. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply



to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

2. To the extent Utah law is consistent with this Declaration at the time of its recordation, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

3. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of ALRC, other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the subdivision, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Subdivision, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

3. The ALRC or any aggrieved Lot Owner may take action, at law or in equity, to recover damages, obtain injunctive relief, or enforce the terms, covenants or conditions of this Declaration. Should the ALRC or the aggrieved Lot owner be required to take action to interpret or enforce this Declaration, or to pursue any remedy provided hereunder or by applicable law, and they prevail, whether such remedy is pursued by filing suit or otherwise, they may recover from the defaulting party all related costs which may arise or accrue, including a reasonable attorney's fee.

4. These restrictive covenants shall run with the land and shall be binding upon the owners thereof, their heirs, successors and assigns until December 31, 2045, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

6. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

7. No rule or action by the ALRC shall unreasonably impede Declarant's right to develop in accordance with the Master Plans or market the property, including, but not limited to, the rights of the Declarant as set forth herein.

8. The Declarant reserves the right to amend this Declaration or the Plat for a period of ten (10) years from the date the first Lot in Phase 1 is sold to a Lot purchaser. During the referenced time period, Declarant shall have the sole right to amend this Declaration or the Plat. And such amendments by the Declarant shall not require permission or approval of any Lot owners. Following expiration of the

referenced time period, this Amendment or the Plat may be amended by a two-thirds vote of all of the Lot owners.

### EXPANSION OF THE PROJECT

1. Declarant hereby reserves the option to expand the Subdivision to include additional Lots in the Subdivision. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire ten (10) years from the date following the first conveyance of a Lot in Phase One to a Lot purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to the expiration of said ten (10) year period. Such right may be exercised without first obtaining the consent or vote of Lot Owners and shall be limited only as herein specifically provided. Such Lots shall be constructed on any or all portions of the Additional Property shown in the Plat.

2. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Utah County, Utah, no later than ten (10) years from the date the first Lot in Phase 1 is sold to a Lot purchaser, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Lots, together with supplemental Map or Maps containing the same information with respect to the new Lots as was required on the Map with respect to the Phase One Lots. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

3. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Subdivision as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Subdivision by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Lots after such expansion shall be effective to transfer rights in the Subdivision, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Salt Lake County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots in the Subdivision as it existed before such expansion the respective undivided interests in the new Common Areas added to the Subdivision as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Lot in the Subdivision as it existed, interest so acquired by the Owner of the Lot encumbering the new Common Areas added to the Subdivision as a result of such expansion.

4. The new Lots, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Utah County Recorder, shall be subject to all the terms and conditions of this Declaration, as amended or supplemented from time to time.

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IN WITNESS WHEREOF, the undersigned, River Point Development, LC, has executed the instrument this 6 day of January 2021.

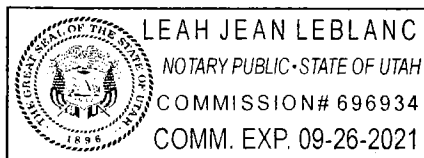
RIVER POINT DEVELOPMENT, LC

By: David R. Adams manager

STATE OF UTAH COUNTY OF

On the 6th day of January 2021, personally appeared before me David R. Adams who being by me duly sworn did say that he, David R. Adams, is the Manager of said River Point Development, LC, that he executed the within instrument and did acknowledge to me that the said company executed the same.

Notary Public



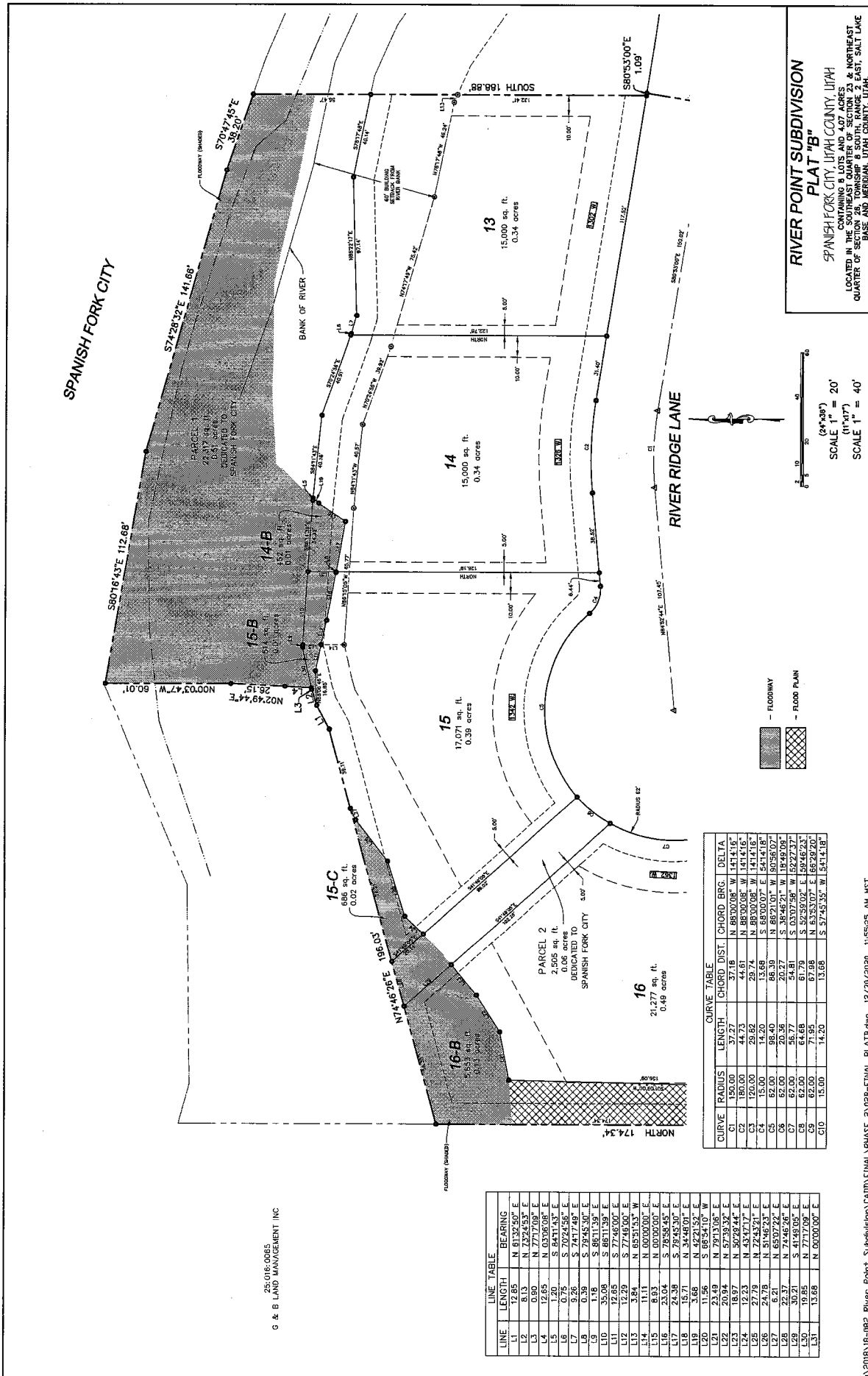
**EXHIBIT "A"****LEGAL DESCRIPTION**

Lots 13, 14, 14B, 15, 15B, 15C, 16, 16B, 17, 18, 19, and 20, River Point Subdivision Plat "B", according to the plat thereof as recorded in the Office of the Utah County Recorder.

Formerly Tax Parcel Nos. 25-031-0236 and 25-016-0068.

COPY OF PLAT

\\FA\2018\18-092 River Point Subdivision\CADD\FINAL\PHASE 2\02-FINAL PLATB.dwg 11/19/2020 8:00:34 AM MST



G & B LAND MANAGEMENT INC  
25-016-0065

25-016-0065 River Point Subdivision Final Phase 2-028-FINAL PLAT.dwg 12/30/2020 1:55:25 AM MST

**EXHIBIT "B"**

COPY OF RIVER FRONTAGE REQUIRED FENCING

