

When recorded return to:  
River Valley Development, L.L.C.  
425 N 2450 W  
Tremonton UT 84337

Entry No. 426767 B: 1456 P: 0043  
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RESTRICTIVE COVENANT For: JESSICA PRESTWICH  
Chad Montgomery, Box Elder County Utah Recorder



Parcel No(s). 03-091-0017

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made as of this 2 day of January 2021 by River Valley Development, L.L.C., a Utah limited liability company ("**Declarant**"), whose address is 425 N 2450 W, Tremonton UT 84337. Declarant owns all of the real property described in the attached Exhibit A and referred to herein as the Community.

**ARTICLE I**  
**Definitions**

1.1 "**Community**" means the real property located in Box Elder County, State of Utah, which property is described in the attached Exhibit A. The Community is generally known as the Northview Subdivision.

1.2 "**Community Association Act**" means the Community Association Act, Title 57, Chapter 8a of the U.C.A.

1.3 "**Declarant**" means the party referenced in the first paragraph, and its successors or assigns that take title to any portion of the Community for the purpose of development and/or sale and who are designated as Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.4 "**Design Guidelines**" means the Design Guidelines and Construction Rules attached hereto and incorporated herein as Exhibit B, as updated or amended from time to time.

1.5 "**Dwelling Unit**" means a single-family detached home constructed on a Parcel within the Community.

1.6 "**FHA**" means the Federal Housing Administration.

1.7 "**FHLMC**" means the Federal Home Loan Mortgage Corporation.

1.8 "**First Mortgage**" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.9 "**First Mortgagee**" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

1.10 "**FNMA**" means the Federal National Mortgage Association.

1.11 "**Improvement**" means any improvement now or hereafter constructed within the Community and includes anything that is a structure and appurtenances thereto of every type and kind, including but not limited to any Dwelling Unit, clubhouse, building, shed, guest house, casita, pergola, hot tub, screening wall, accessory building, detached garage, radio or other antenna, fence, or wall.

1.12 "**Mortgage**" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.13 "**Mortgagee**" means a beneficiary or holder of a Mortgage.

**1.14** "**Municipal Authority**" means any applicable governmental entity or municipality that has jurisdiction over all or some part of the Community, including, without limitation, Brigham City, Utah.

**1.15** "**Occupant**" means any Person other than an Owner, who has actual use, possession or control of a Parcel or Dwelling Unit or any portion thereof, or any other Improvement located within the Community.

**1.16** "**Owner**" means one or more Persons who hold the record title to any Parcel, but excluding in all cases any party holding an interest merely as security for the performance of an obligation, including without limitation the Additional Owner.

**1.17** "**Parcel**" means one or more platted lots or parcels of land within the Community that is intended for sale and development as a Dwelling Unit.

**1.18** "**Person**" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

**1.19** "**Record,**" "**Recording,**" "**Recorded**" and "**Recordation**" means placing or having placed an instrument of public record in the official records of Box Elder County, Utah.

**1.20** "**Regulated Modification**" means (without implication that any particular matter is permitted or prohibited by this Declaration) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, Improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing within the Community as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by Declarant, but including by way of illustration and not of limitation:

**1.20.1** any building, garage, porch, shed, bathhouse, swimming pool, hot tub, pool house, coop or cage, covered or uncovered patio, children's play fort or play set and any other recreational devices or equipment used outside of a Dwelling Unit, fence, wall or other screening device, curbing, paving, wall, trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters, and any other temporary or permanent modification or alteration;

**1.20.2** any other building, structure, Improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Architectural Guidelines, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Community.

**1.20.3** any modifications to the structural, mechanical, or electrical elements, systems or components of a Dwelling Unit.

**1.21** "**Single Family**" means a group of one or more Persons, each related to the other by blood, marriage or legal adoption, or a group of persons not all so related, who maintain a common household in a Dwelling Unit and as otherwise defined by the Municipal Authority and applicable law.

**1.22** "**U.C.A.**" means the Utah Code Annotated.

**1.23** "**V.A.**" means the Veterans Administration.

**ARTICLE II**  
**Declaration**

**2.1 Declaration.** All of the real property in this Community is and will at all times be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which will run with land and which will be binding on all parties having any right, title, or interest in the Community or any part thereof, their heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each Owner. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Community and evidences his, her or its agreement that all the restrictions, conditions, covenants, Rules and Regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive, and enforceable by the Declarant and all Owners. This Declaration must not be construed to prevent the Declarant from dedicating or conveying portions of the Community, including but not limited to streets or roadways, for uses other than as a Parcel or Dwelling Unit subject to the provisions of this Declaration.

**2.2 Conflicts with Law.** If there is any conflict between this Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions will control.

**2.3 No Condominium/Association.** The Community is not, by execution and recording of this Declaration, being submitted to the provisions of the CAA. No association is being created. This Declaration and the Community are not subject to the CAA. This Declaration does not constitute a declaration under the CAA.

**2.4 Readjustment of Parcel Boundaries.** Declarant reserves the right to effectuate minor realignment and adjustment of the boundary lines between Parcels that are owned by Declarant and Declarant Affiliates and Additional Owner for purposes of proper configuration and final engineering of the Community, provided that any such realignment and adjustment does not affect any existing Dwelling Unit or Improvement (other than landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant and Declarant Affiliate, in their sole and reasonable discretion, subject to the other provisions of this Section 2.4. All Owners specifically acknowledge and agree that they will cooperate with Declarant to effectuate such minor realignment and adjustment of the Parcel boundary lines as reasonably requested by the Declarant such as through signing an amended plat. Further, all Owners acknowledge and agree that no amendment to this Declaration or the subdivision plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to applicable law. More particularly, boundary line adjustments between adjacent Parcels may be executed upon the approval of the appropriate Municipal Authority and upon recordation of an appropriate deed if:

- (a) No new Dwelling Unit or Improvement results from the Parcel boundary line adjustment and exchange of title;
- (b) The appropriate Municipal Authority and adjoining property Owners consent to the boundary line adjustment (such Owners' consent to be granted as described above);
- (c) The adjustment does not result in violation of applicable Municipal Authority zoning requirements; and
- (d) The appropriate Municipal Authority Records a notice of approval in accordance

with applicable law.

**ARTICLE III**  
**Design/Architectural Standards**

**3.1 Design Guidelines.** Each Dwelling Unit must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit B. IN ADDITION TO OTHER REMEDIES, THIS DECLARATION AND/OR THE DESIGN GUIDELINES MAY PROVIDE FOR A FINE OF UP TO \$5,000.00 AGAINST ANY OWNER AND PARCEL SUBJECT TO THIS DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DECLARANT OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE DECLARANT, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS.

**3.2 Submission of Plans Required.** As long as Declarant owns an interest in any part of the Community, no Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Parcel unless and until complete plans and specifications have been submitted to and approved in writing to the Declarant. In addition to any other applicable requirements per applicable Design Guidelines, any plans and specifications to be submitted must specify, in such detail and form as the Declarant may reasonably require:

(a) the location upon the Parcel where the Regulated Modification will occur or be placed.

(b) exterior building elevations, including, the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the Regulated Modification.

(c) appropriate information concerning grading, paving, decking and landscaping details.

(d) other information, plans or specifications as may be requested or required by the Declarant that in the sole opinion of the Declarant is reasonably necessary to fairly and fully evaluate all aspects of the proposed Regulated Modification.

**3.3 Manner and Effect of Adoption of Design Guidelines.** The Design Guidelines are of equal dignity with, and shall be enforceable in the same manner as, other provisions of this Declaration, provided: (a) the Design Guidelines must not be deemed a waiver, modification, or repeal of any of the provisions of this Declaration; and (b) the Design Guidelines may not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Design Guidelines.

**3.4 Disapproval by Declarant.** The Declarant will include aesthetic judgment in its decision-making process, and approval of submitted plans will not be required simply because the plans satisfy stated objective requirements. The Declarant may disapprove any request for approval for any reasons, including the following: (i) failure to comply with the Design Guidelines; (ii) lack of sufficient information, plans or specifications as reasonably determined by the Declarant to enable the Declarant to fairly and fully evaluate the proposed Regulated Modification or the uses thereof; or (iii) failure to include any information, plans or specifications as may be reasonably requested by the Declarant. In the event of disapproval, the Declarant will so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the Declarant will also notify applicant of the additional information, plans or specifications required.

**3.5 Approval and Conditional Approval by the Declarant.**

3.5.1 Manner. The Declarant may fully approve any request for approval or approve any

such request subject to compliance with conditions stated in a conditional approval. Conditions for approval may include, without limitation, requirements for modifications to plans and specifications such as upgrading or other changes as to materials or changes as to color or design or location, or requirements for addition of other improvements such as sight barrier landscaping or other devices to screen a proposed Regulated Modification from view from adjacent Dwelling Units. A conditional approval is effective only upon full compliance with the stated condition(s). The Declarant will notify the applicant in writing of such approval (together with any qualifications or conditions of approval).

3.5.2 Effect. Except for fraud, misrepresentation, accident or mistake, the Declarant's approval or conditional approval is final as to each Regulated Modification and may not be revoked or rescinded once given except as stated herein regarding conditional approvals. The Declarant's approval or conditional approval of an application does not constitute a waiver, modification or repeal of any covenant contained in this Declaration or preclude by estoppel or otherwise full enforcement of all provisions hereof. The Declarant's approval or conditional approval of an application may not be deemed a waiver of the right of the Declarant to subsequently disapprove similar requests for approval, or any of the features or elements included therein.

**3.6 Submission and Response**. Applications for Declarant's review and approval are deemed submitted to the Declarant only upon actual receipt by the Declarant. All responses by the Declarant will be in writing, and are deemed given when deposited in the United States mail, postage prepaid and addressed to, the applicant at the address specified in the application or the last known address of the applicant according to the records of the Declarant, or delivered by email address if the recipient first consented to use of email for official notifications. The Declarant has no duty to respond to, and the provisions of this Section do not apply regarding, any application if the Person(s) identified in the application do not appear as Owners according to the books and records of the Declarant unless and until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the Declarant. Where more than one Owner applies for approval, the delivery or mailing of a response to any one of the Owners constitutes notice to all such Owners. Declarant may retain an architectural firm or other third-party contractor to review and approve submissions to Declarant. As a condition to review any submittals, Declarant may charge, and require an Owner to pay, a reasonable fee that will cover the costs of any third party to review and approve the submissions and to compensate Declarant for the administrative and overhead expense associated with the review and approval of any submittals.

**3.7 Implied Conditions of Approval**

3.7.1 Applicability. Unless expressly waived or modified by the Declarant in writing, each and every approval or conditional approval of a Regulated Modification is subject to all provisions of this Article III whether or not stated in the approval or conditional approval.

3.7.2 Commencement and Completion of Work. Approval of an application for a Regulated Modification is effective for one (1) year from the date of approval. If work on a Regulated Modification is not commenced within one (1) year after approval or conditional approval, such approval will become null and void and the Owner must submit a new application and obtain a new approval for the Regulated Modification, unless an extension is agreed to by the Declarant. Upon commencement, the Owner must diligently prosecute and complete all work as soon thereafter as reasonably possible.

3.7.4 Compliance with Plans. All work on a Regulated Modification must proceed in compliance with: (i) the application and plans and specifications approved by the Declarant, (ii) any and all conditions stated by the Declarant in the approval, and (iii) any and all applicable governmental laws, rules, regulations, ordinances, and building codes.

3.7.5 Permit Requirements. Each Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received. Without limitation of the foregoing, the Declarant may deny approval pending, or conditional approval upon, prior compliance with applicable permitting requirements or upon receipt of certification satisfactory

to the Declarant that no such permitting requirements exist.

**3.7.6 Compliance with Laws.** Each applicant is solely responsible for ensuring that (and nothing in the Declaration or any written decision of the Declarant shall be construed as a covenant, representation, guaranty, or warranty that) any proposed Regulated Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements).

**3.8 Inspection Rights.** Upon reasonable notice (oral or written), a representative of the Declarant may enter upon a Parcel without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any Regulated Modification in compliance with the approved plans, specifications, information, and documentation for same, and as to compliance with any applicable provisions of the Declaration and the Design Guidelines.

**3.9 Limitation of Liability.** Neither Declarant nor its manager, officers, employees, or representatives are liable to any Owner or to any other Person for any actions or failure to act or in connection with any approval, conditional approval, or disapproval of any application for approval, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Design Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the Regulated Modification.

**3.10 Limitation of Applicability.** None of the provisions of this Article III apply to any activities of Declarant.

**3.11 Waiver by Declarant.** Despite anything in this Declaration to the contrary, as long as Declarant owns an interest in any part of the Community, Declarant may elect to forego and waive its right to review and approve any Regulated Modifications. In that case, any Regulated Modifications are not required to be approved by Declarant, but still must comply with the Design Guidelines; and any Owner will have the right to enforce observance and performance by another Owner to the Design Guidelines.

**3.12 Enforcement.**

**3.12.1 General.** The Declarant, and in the event Declarant no longer has an interest in the Community, any Owner, will have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Declaration, to an injunction either prohibitive or mandatory.

**3.12.2 No Estoppel, Waiver or Liability.** Failure of Declarant or any Owner to enforce any of the provisions of this Declaration will not be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to Declarant for failure to enforce any provisions of this Declaration.

**3.13.3 Cumulative Rights and Remedies.** Each right and remedy set forth in this Declaration is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided or as provided by law, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions of this Declaration.

3.13.4 Liability for Conduct of Related Parties. Each Owner must ensure that the Occupants on its Parcel and any guests and invitees strictly comply with all applicable provisions of this Declaration. Each Owner is liable for all consequences of any such violation by such Owner's Occupants and their guests and invitees.

3.13.5 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner that violates any of the provisions of this Declaration is liable for payment to the Declarant for, and hereby indemnifies and holds harmless the Declarant from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Declarant all sums of money which the Declarant may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are secured by the continuing assessment lien established by this Declaration. All such sums are due and payable upon demand by the Declarant without the necessity of any other or further notice of any act, fact or information concerning the Declarant's rights or such Owner's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Declarant's payment or liability to pay the claim with sufficient detail to identify the basis for the payment or liability to pay.

3.13.6 Filing of Notices of Non-Compliance. At any time, the Declarant determines in good faith there probably exists any noncompliance with any provisions of this Declaration, the Declarant may at its option direct that a notice of noncompliance be filed in the Official Public Records of Box Elder County, Utah covering the affected Parcel at the sole cost and expense of such Owner(s).

#### **ARTICLE IV** **Use Restrictions**

**4.1 Signs.** Except for a Community monument sign to be installed and maintained by the Declarant in the Declarant's sole discretion, no signs, billboards, posters, banners, pennants, or advertising devices of any kind, including without limitation business, professional, promotional, or institutional signs, are permitted on any Parcel. Standard real estate for sale signs, state and US flags exempted. No sign is permitted which is vulgar, obscene, or otherwise patently offensive to persons of ordinary sensibilities. No Owner or Occupant (or their tenants, guests, or invitees) is permitted to place any sign on another Owner's Parcel.

**4.2 Parking.** All vehicles must be parked on the Owner's Parcel. Construction vehicles will be allowed to park temporarily on public roads during construction in compliance with applicable laws as long as road traffic is not impeded.

**4.3 Occupants Bound.** All provisions of this Declaration that govern the conduct of Owners and which provide for sanctions against Owners also apply to Occupants of any Parcel. Each Owner must comply, and must cause all of Owner's Occupants to comply, with this Declaration, and is responsible for all violations thereof and/or all damage or loss caused by such Occupants. Any failure in compliance will be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant or, in a proper case, by any aggrieved Owner or Owners. In addition, the Declarant may avail itself of any and all remedies provided in this Declaration.

**4.4 Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, or kept on any portion of the Community, except dogs, cats, or other usual and common household pets, not to exceed the number as may be permitted on a Parcel or within a Dwelling Unit pursuant to the laws, codes, and ordinances of the Municipal Authority. However, those pets which are permitted to roam free, or, in the sole discretion of the Declarant, endanger the health of safety of persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of Parcel must be removed upon request of the Declarant. No pets may be kept, bred, or maintained for any commercial purpose.

**4.5 Quiet Enjoyment; Nuisances.** No portion of the Community may be used, in whole or in

part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition (with the understanding that the Community and a Parcel may be maintained in its natural environment) or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any portion of the Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Community except small personal fires in appropriate fire pit.

**4.6 Unsightly or Unkempt Conditions.** It is the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Parcel. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (36) hours.

**4.7 Antenna and Satellite Dish Systems.** To the extent permitted by the Telecommunications Act of 1996, as amended from time to time (the "**Telecommunications Act**"), without the Declarant's approval: (a) no direct broadcast satellite dish or multipoint distribution service antenna larger than one (1) meter in diameter will be allowed on a Dwelling Unit, (b) no television broadcast antenna mast may extend above the height of the center ridge of the roof of the Dwelling Unit, and (c) no multipoint distribution service antenna mast may exceed the height of twelve feet (12') above the center ridge of the roof of the Dwelling Unit. This Section 4.7 shall be interpreted to be as restrictive as possible, while at all times complying with the provisions of the Telecommunications Act. Terms used in this Section 4.7, shall be deemed to have the meanings set forth in the Over-The-Air Reception Devices Rule ("**OTARD**") promulgated under the Telecommunications Act or other rules and regulations promulgated pursuant thereto, and where OTARD, the Telecommunications Act, or any other rule or regulation promulgated thereunder requires the Declarant to act reasonably, or respond promptly, such obligation shall be deemed a part of the Declarant's obligations under this provision. In the event of an amendment to the Telecommunications Act which conflicts with this provision, the conflicting provision herein automatically shall be deemed deleted, and Declarant, without the joinder of any other Owner(s), may amend this provision so as to comply with the amended Telecommunications Act.

**4.8 Garbage Cans, Tanks, Etc.** All garbage cans, mechanical equipment, woodpiles, yard equipment and other similar items on Parcels shall be located or screened so as to be concealed from public view. Any propane tanks shall be located underground on the Owner's Parcel in compliance with all requirements of the Municipal Authority and in compliance with all applicable laws. No garbage or trash shall be placed or kept on any Parcel, except in covered containers of a type, size and style which are approved by the Declaration or required by the applicable Municipal Authority. All rubbish, trash and garbage shall be removed from the Parcels and shall not be allowed to accumulate thereon. Excluding trash collection days (and a reasonable period of time prior to and after such collection day), trash containers shall not be stored in areas that would allow such containers to be in a visible location. Any trash containers located outside of a Dwelling Unit shall be in bear, rat, and vermin proof containers. No outdoor incinerators shall be kept or maintained on any Parcel.

**4.9 Subdivision of Parcel.** No Parcel may be further subdivided or separated into smaller lots or parcels or its boundary lines changed. No portion less than all of any Parcel or any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant, which approval must be evidenced on the plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Parcel. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into lots or parcels any property or Parcels at any time owned by Declarant. No Supplemental Declaration or further covenants, conditions, restrictions, or easements shall be recorded by any Owner



or other person against any Parcel without the provisions thereof having been first approved in writing by the Declarant and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Parcel, and no applications for variances or use permits, shall be filed with a Municipal Authority unless the proposed use of the Parcel complies with this Declaration.

**4.10 Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by Declarant during initial construction within the Community and except as set forth in this Declaration, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Parcel or any part of the Community. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Parcel, provided it receives the prior approval of the Declarant, as appropriate, in accordance with this Declaration. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events.

**4.11 Drainage and Septic Systems.** Catch basins, drainage swales, and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner may interfere with the established drainage pattern over any part of the Community unless adequate provision is made for property drainage and is approved in advance by the Declarant. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Community is completed by Declarant. Septic tanks and drain fields are prohibited within the Community. No Owner shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any storm drain, drainage ditch, or stream within the Community.

**4.12 Utility Service.** No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed, or maintained anywhere in or upon any Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or buildings or other structures as approved by the Declarant, except for:

- (a) Overhead power poles and lines within the Community as approved by Declarant;
- and
- (b) boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices;
  - (c) antennae and dish satellite systems pursuant to Section 4.7.

**4.20 Trailers and Campers.** No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed, or repaired on any Parcel in front of the primary Dwelling Unit ("front" meaning the side facing the primary road access), except for on a temporary basis.

**4.21 Leasing of Dwelling Units/Restriction on Rentals.** The leasing of Dwelling Units shall be subject to any applicable laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of the Municipal Authority. All leases shall be subject to the terms and conditions of this Declaration. If Declarant owns an interest in any part of the Community, the Declarant may adopt reasonable rules regulating leasing and subleasing of Dwelling Units. Notwithstanding the above, an Owner and any Dwelling Unit shall be exempt from any restrictions on leasing as follows: (a) if the Owner is in the military, the Owner may lease its Dwelling Unit for the period of the Owner's deployment, (b) any lease to the Owner's parent, child, or sibling, (c) if the Owner has been relocated by its employer for a period of no less than two (2) years, or (d) if the Owner is a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for (i) the estate of a current Owner or Occupant of the Dwelling Unit, or (ii) the parent, child, or sibling of the current Owner or

Occupant. If the Declarant desires to adopt any rules or regulations restricting leasing, the Declarant shall create a procedure, by rule or resolution, to determine and track the number of rentals and Dwelling Units that are subject to the exclusions as described in the preceding sentences and to ensure consistent administration and enforcement of the rental restrictions.

**4.22 Laws and Ordinances.** This Declaration shall be governed by the laws of the state of Utah, without regard to conflict of law principles. Every Owner and Occupant shall comply with all laws, statutes, ordinances, and rules of federal, state and municipal governments applicable to the Parcel, Dwelling Unit and the Community, including any and all applicable zoning and land use laws and ordinances, and any violation thereof may be considered a violation of this Declaration; provided, the Declarant shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

**4.23 Unrelated Persons.** No more than four unrelated persons may reside or live in a Dwelling Unit. Only persons who are all related by blood, marriage, adoption, or court-sanctioned guardianship are "related" persons.

## **ARTICLE V** **General Provisions**

**5.1 Run with the Land.** The covenants and restrictions of this Declaration shall run with and bind the Community and each Parcel, and shall inure to the benefit of and shall be enforceable by the Declarant, each Owner, and their respective legal representatives, heirs, successors, and assigns.

### **5.2 Amendment.**

**5.2.1 Amendments.** This Declaration may be amended by an affirmative vote by the Owners of at least eighty percent (80%) of the Owners of the Parcels within the Community, but only after the Declarant no longer owns any interest in any part of the Community. If the necessary votes and consents are obtained, the Owners shall cause to be recorded in the official records of Box Elder County, Utah, an Amendment to this Declaration containing the signatures of Owners of at least eighty percent (80%) of the Parcels within the Community.

**5.2.2 Unilateral Amendments.** Despite Section 5.2.1, the Declarant alone may amend or terminate this Declaration, for any reason and at any time, as long as Declarant owns an interest in any portion of the Community.

**5.2.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions.** Anything in this Section or the Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Utah Division of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of property within the Community, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Parcel(s). Any such amendment shall be affected by the recordation by Declarant of a Certificate of Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate of Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate of Amendment, when recorded, shall be binding upon all of the Community and all persons having an interest therein. If any amendment requested pursuant to the provisions of this Section 5.2 deletes, diminishes, or alters the control of the Declarant, Declarant alone shall have the right to amend this Declaration to restore such control.

**5.3 Severability.** In the event that any provision of this Declaration is declared void, invalid or

unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of this Declaration shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a valid provision which comes closest to the intention of the Declaration underlying the offending provision. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**5.4 Liability Arising from Conduct of Owners.** Each Owner and Occupant hereby indemnifies, holds harmless, and agrees to defend (with counsel reasonably acceptable to the indemnified party) the Declarant from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments, and all other legal actions caused through the willful or negligent act or omission of an Owner or Occupant.

5.4.1 Subsequent Statutory Authority. If any applicable law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 5.4, then liability will be limited or expanded to the fullest extent permitted by such applicable law.

5.4.2 No Impairment. Any repeal, amendment or modification of this Section 5.4 may not adversely affect any rights or protection existing at the time of the amendment.

**5.5 Notices.** Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid, or (d) sent by email if the recipient has consented to use of email for such purpose; addressed to the Owner at the post office address of the Dwelling Unit located on the Parcel owned by such Owner within the Community or to Declarant at the address for the Declarant set forth in the first page of this Declaration. Declarant and each Owner may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address.

**5.6 Captions.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

**5.7 Declarant's Disclaimer of Representations.** Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a plat or other instrument Recorded in the office of the County Recorder of Box Elder County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

**5.8 Interpretation of Covenants.** Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

## **ARTICLE VI** **Declarant's Rights**

**6.1 Transfer of Rights.** Any or all the special rights and obligations of Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall neither reduce an

obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Box Elder County, Utah.

[End of Terms – Signature Pages Follow]


IN WITNESS WHEREOF, Declarant has executed this Declaration this 7<sup>th</sup> day of February, 2021.

River Valley Development, L.L.C.,  
a Utah limited liability company

By: [Signature]  
Name: L Boyd Cook  
Title: CFO

STATE OF Utah )  
County of Box Elder ) ss.

Boyd Cook On the 8 day of Feb, 2021, personally appeared before me Joan Chadwick, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of River Valley Deva Officer, and who acknowledged to me that said entity executed it.

 Joan Chadwick  
Notary Public, State of Utah  
Commission # 715084  
My Commission Expires  
November 06, 2024

[Signature]  
NOTARY PUBLIC



**EXHIBIT "A"**

**Legal Description of the Community**

**PHASE 1 03-208-0025 TO 03-208-0050**

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 2, APPLE GROVE SUBDIVISION RECORDED AS ENTRY NO. 41258 H IN THE FILES OF THE BOX ELDER COUNTY RECORDER LOCATED 3151.10 FEET NORTH 00°06'10" WEST ALONG THE EAST LINE OF SAID SECTION AND 165.78 FEET NORTH 88°33'23" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 14. (BASIS OF BEARING IS THE SOUTH LINE OF SAID SECTION 14 WHICH BEARS SOUTH 89°51'10" EAST).

RUNNING THENCE NORTH 89°24'45" WEST 382.10 FEET; THENCE SOUTH 02°23'08" WEST (SOUTH 02°09'30" WEST BY RECORD) 278.23 FEET TO THE NORTH BOUNDARY LINE OF WESTWOOD SUBDIVISION PHASE NO. 1 RECORDED AS ENTRY NO. 97744 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE AND THEN THE NORTH BOUNDARY LINE OF SAID WESTWOOD SUBDIVISION, PHASE 2 THE FOLLOWING FIVE (5) COURSES; (1) NORTH 88°30'51" WEST (NORTH 88°46'01" WEST BY RECORD) 227.48 FEET; (2) NORTH 00°47'42" EAST (NORTH 00°32'32" EAST BY RECORD) 131.03 FEET; (3) NORTH 89°12'18" WEST (NORTH 89°27'28" WEST BY RECORD) 85.35 FEET; (4) SOUTH 83°58'29" WEST (SOUTH 83°43'19" WEST BY RECORD) 60.43 FEET; AND (5) NORTH 89°12'18" WEST (NORTH 89°27'28" WEST BY RECORD) 138.88 FEET TO THE NORTHWEST CORNER OF SAID WESTWOOD SUBDIVISION, PHASE 2 BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE O.S.L.R.R; THENCE NORTH 00°23'10" EAST 468.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 89°12'18" EAST 202.22 FEET; THENCE SOUTH 00°47'42" WEST 46.79 FEET; THENCE SOUTH 89°12'18" EAST 114.71 FEET; THENCE NORTH 00°47'42" EAST 35.68 FEET; THENCE SOUTH 87°37'20" EAST 214.24 FEET TO THE WEST BOUNDARY LINE OF PARKINSON SUBDIVISION RECORDED AS ENTRY NO. 77605 G IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE SOUTH 02°23'32" WEST (SOUTH 02°09'30" WEST BY RECORD) 39.83 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHWEST CORNER OF LOT 14, BLOCK 4, OF SAID PARKINSON SUBDIVISION; THENCE SOUTH 88°55'53" EAST (SOUTH 89°10' EAST BY RECORD) 202.31 FEET TO THE EAST RIGHT-OF-WAY LINE OF 700 WEST STREET; THENCE SOUTH 01°04'07" WEST (SOUTH 00°50' WEST BY RECORD) 6.49 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK 3, OF SAID PARKINSON SUBDIVISION; THENCE SOUTH 88°55'53" EAST (SOUTH 89°10' EAST BY RECORD) 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 01°04'07" WEST (SOUTH 00°50' WEST BY RECORD) 144.63 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 400 NORTH STREET; THENCE SOUTH 88°33'23" EAST (SOUTH 88°47'30" EAST BY RECORD) 54.45 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 5 OF SAID APPLE GROVE SUBDIVISION; THENCE SOUTH 01°25'37" WEST (SOUTH 01°12'30" WEST BY RECORD) 105.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8.103 ACRES.

**PHASE 2 03-107-0037, 0057, 0058**

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF LOT 17, NORTHVIEW SUBDIVISION PHASE 1 RECORDED AS ENTRY NO. \*\*\*\*\* IN THE FILES OF THE BOX ELDER COUNTY RECORDER, SAID POINT BEING ON THE WEST BOUNDARY LINE OF PARKINSON SUBDIVISION RECORDED AS ENTRY NO. 77605 G IN THE FILES OF THE BOX ELDER COUNTY RECORDER LOCATED 3458.51 FEET NORTH 00°06'10" WEST ALONG THE EAST LINE OF SAID SECTION AND 534.78 FEET NORTH 90°00'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 14. (BASIS OF BEARING IS THE SOUTH LINE OF SAID SECTION 14 WHICH BEARS SOUTH 89°51'10" EAST).

RUNNING THENCE ALONG THE NORTH BOUNDARY LINE OF SAID NORTHVIEW SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) NORTH 87°37'20" WEST 214.24 FEET; (2) SOUTH 00°47'42" WEST 35.68 FEET; (3) NORTH 89°12'18" WEST 114.71 FEET; (4) NORTH 00°47'42" EAST 46.79 FEET; AND (5) NORTH 89°12'18" WEST 202.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE O.S.L.R.R.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'10" EAST 307.00 FEET; THENCE SOUTH 89°12'18" EAST 144.41 FEET; THENCE NORTH 00°47'42" EAST 32.95 FEET; THENCE SOUTH 89°20'28" EAST 174.88 FEET; THENCE SOUTH 00°44'52" WEST 51.34 FEET; THENCE SOUTH 87°36'38" EAST 222.39 FEET TO THE WEST BOUNDARY LINE OF SAID PARKINSON SUBDIVISION; THENCE SOUTH 02°23'32" WEST (SOUTH 02°09'30" WEST BY RECORD) 299.98 FEET TO THE POINT OF BEGINNING. CONTAINING 4.002 ACRES.

PHSAE 3 03-107-0021, 0022, 0037, 0050, 03-091-0015, 0016, 0017, 0018, 0026, 0027, 0036

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, NORTHVIEW SUBDIVISION PHASE 2 RECORDED AS ENTRY NO. \*\*\*\*\* IN THE FILES OF THE BOX ELDER COUNTY RECORDER, SAID POINT BEING ON THE WEST BOUNDARY LINE OF PARKINSON SUBDIVISION RECORDED AS ENTRY NO. 77605 G IN THE FILES OF THE BOX ELDER COUNTY RECORDER LOCATED 3758.23 FEET NORTH 00°06'10" WEST ALONG THE EAST LINE OF SAID SECTION AND 521.73 FEET NORTH 90°00'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 14. (BASIS OF BEARING IS THE SOUTH LINE OF SAID SECTION 14 WHICH BEARS SOUTH 89°51'10" EAST).

RUNNING THENCE ALONG THE NORTH BOUNDARY LINE OF SAID NORTHVIEW SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) NORTH 87°36'38" WEST 222.39 FEET; (2) NORTH 00°44'52" EAST 51.34 FEET; (3) NORTH 89°20'28" WEST 174.88 FEET; (4) SOUTH 00°47'42" WEST 32.95 FEET; AND (5) NORTH 89°12'18" WEST 144.41 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE O.S.L.R.R.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'10" EAST 604.51 FEET TO A POINT ON THE SOUTHERLY BANK OF BOX ELDER CREEK; THENCE ALONG SAID SOUTHERLY BANK SOUTH 88°55'53" EAST 378.62 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE ROBERT E. PHIPPEN ETUX PROPERTY, TAX ID. NO. 03-107-0050; THENCE ALONG THE BOUNDARY LINE OF SAID PHIPPEN PROPERTY THE FOLLOWING TWO (2) COURSES; (1) SOUTH 00°37'09" WEST 20.97 FEET; AND (2) EASTERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 445.00 FOOT RADIUS CURVE, A DISTANCE OF 185.73 FEET, CHORD BEARS SOUTH 84°21'10" EAST 184.38 FEET, HAVING A CENTRAL ANGLE OF 23°54'48" TO THE WEST BOUNDARY LINE OF SAID PARKINSON SUBDIVISION; THENCE NORTH 02°23'32" EAST (NORTH 02°09'30" WEST BY RECORD) 35.70 FEET TO THE NORTHWEST CORNER OF SAID PARKINSON SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION SOUTH 88°55'53" EAST (SOUTH 89°10' EAST BY RECORD) 300.00 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID PARKINSON SUBDIVISION; THENCE SOUTH 01°04'07" WEST (SOUTH 00°50' WEST BY RECORD) 295.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID PARKINSON SUBDIVISION; THENCE NORTH 88°55'53" WEST (NORTH 89°10' WEST BY RECORD) 120.00 FEET TO THE NORTHWEST CORNER OF LOT 21 OF SAID BLOCK 3 BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF 700 WEST STREET; THENCE SOUTH 86°18'18" WEST 60.21 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 4 OF SAID PARKINSON SUBDIVISION BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 700 WEST STREET; THENCE NORTH 88°55'53" WEST 126.93 FEET (NORTH 89°10' WEST 126.92 FEET BY RECORD) TO THE NORTHWEST CORNER OF SAID LOT 5 BEING A POINT ON THE WEST BOUNDARY LINE OF SAID PARKINSON SUBDIVISION; THENCE SOUTH 02°23'32" WEST (SOUTH 2°09'30" WEST BY RECORD) 326.13 FEET TO THE POINT OF BEGINNING. CONTAINING 9.610 ACRES.



**EXHIBIT "B"**

**Design Guidelines and Construction Rules**

The Design Guidelines and the terms and conditions of this Declaration represent private covenants for the benefit of the Declarant and are in addition to and not in lieu of any requirements of any applicable laws.

1. The square footage of any Dwelling Unit (exclusive of any basement level or below grade levels) shall be at least 1,200 square feet if a rambler style home (no second floor above ground), 1,500 square feet if a two-story home, and shall not exceed 8,000 square feet.
2. The architectural style must be harmonious with the natural landscape and consistent with the Community as a whole.
3. The exterior material of the Dwelling Unit should include natural stone, brick, stucco, vinyl siding, or other material acceptable to the Declarant. Mixing of materials shall be done sensitively so as to not distract from the design of the Dwelling Unit. Colors for all exterior materials (trim, brick, stone, mortar, stucco, etc.) should be appropriate to the architectural style (i.e., earth tones). Brightly colored accents are allowed on a limited scale. The exterior material shall not be exposed cinder block. If the exterior material is stucco or other similar material, at least twenty percent (20%) of the front exterior of the Dwelling Unit shall be stone or brick. The front of the Dwelling Unit shall have a minimum of 3 feet, from the ground up, rock, brick, or similar equivalent; with the exception being the entire front of the Dwelling Unit being hardie-board.
4. Roofs shall be asphalt shingle; however, metal roof accents are acceptable.

Declarant may modify the Design Guidelines at any time. Except as approved by Declarant, no landscaping, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by Declarant. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Parcel, shall be subject to the prior written approval of Declarant. Once approved by Declarant, no changes, or deviations in or from the plans and specifications shall be made without the prior written approval of Declarant.

No construction of Dwelling Units or landscaping may commence without approval by Declarant of the working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and showing existing and finished grades.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

Declarant will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with

respect to topography and grade, quality of materials, size, height, color, etc. and consistency with the Design Guidelines. All Owners shall strictly comply with all state laws and city ordinances. Approval by Declarant does not replace any required approval by the City and the necessity of obtaining any required building permit. Each Owner shall obtain any and all required approvals and building permits from the City.

Declarant shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any residential structure shall not exceed 12 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Property.

Structures shall comply with the setback requirements set forth in these Design Guidelines and applicable law.

Only such foliage shall be removed from each Parcel as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be designed in accordance with the Design Guidelines and approved by Declarant (unless otherwise agreed to by Declarant). Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. Unless otherwise agreed to by Declarant, no plantings or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Parcel or improvement must conform to the natural beauty and color of Declarant and must be approved by Declarant.

Each Dwelling Unit shall have installed surrounding it an outdoor irrigation/sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. In the event more than 25% of the net landscaped area is desired to be mineral or non-living material, the style, make, look and feel shall be approved by the Declarant. Further, Declarant reserves the right to request the non-use of certain species, size, and placement of landscape elements, but must do so prior to any instalment of a Dwelling Unit's landscaping.

The front yard of each Parcel (from the street to the front line of the residence on the Parcel) shall be landscaped within twelve (12) months of the occupancy date of any structure built upon said Parcel. The remainder of the Parcel shall be landscaped within two (2) years of the occupancy date of any structure built upon said Parcel.

No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

Patio structures, trellises, sunshades, gazebos, and any other appurtenant accessory structures buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of Declarant. It is understood that outbuildings such as swimming pool and tennis court dressing facilities may be constructed on any Parcel as long as they are in conformity with the requirements of this Declaration and these Design Guidelines. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of Declarant as to fence design and material.

Any detached accessory building erected on a Parcel shall conform in design and materials with the primary Dwelling Unit on a Parcel and must be approved as to its permissibility, design, and location by Declarant.

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel areas are permitted only as an accessory to the foregoing driveway requirements; Gravel may not constitute more than 1/3 of the area in front of the Dwelling Unit.

Subject to the terms and conditions of the Declaration, Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from Declarant.

Pools, spas, fountains, and game courts must be approved by Declarant and shall be located to avoid impacting adjacent properties with light or sound. No pools, spas or game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

Fencing and walls shall be stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii) any portion of a rear yard which is highly visible from any street or non-adjoining Parcel because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by Declarant; and (iii) any portion of the Parcel having a slope greater than 30%.

Where any slope on any Parcel has a slope of 30% or greater, the Owner is required to immediately revegetate said slope and present a revegetation plan to Declarant for review and approval.

No building material of any kind or character shall be placed or stored upon any Parcel until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Parcel upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Parcel so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by Declarant. In addition, any construction equipment and building materials stored or kept on any Parcel during construction of improvements may be kept only in areas approved by Declarant, which may require screening of the storage areas.