

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
NEW  
FOR WARM SPRINGS SUBDIVISION - PHASE I

THIS DECLARATION, made on the date hereinafter set forth  
by A-JOHN'S CONSTRUCTION, INC., hereinafter referred to as  
"Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the developer of certain real property in Washington City, County of Washington, State of Utah, which is more particularly described as:

**BOUNDARY DESCRIPTION**

BEGINNING at a point S 0°19'19" E 3455.56 feet along the center section line from the N 1/4 Corner of Section 11, Township 42 South, Range 15 West, Salt Lake Base & Meridian and running thence S 90°00'00" E 61.48 feet; thence S 68°28'35" E 52.64 feet; thence N 88° 48'14" E 100.31 feet; thence S 3°17'49" W 136.42 feet; thence S 1°02'49" W 68.05 feet; thence S 1°11'40" E 79.39 feet; thence S 34°49'26" W 61.82 feet; thence S 1°11'40" E 100.00 feet to a 1/16 line; thence S 88°48'20" W 117.56 feet along said 1/16 line; thence S 0°19'19" E 310.77 feet to a 175.00 foot radius curve to the left; thence Southeasterly 76.33 feet along the arc of said curve to the point of tangency; thence S 25°18'45" E 159.80 feet to a 25.00 foot radius curve to the left; thence Southeasterly 39.27 feet along the arc of said curve to the Northerly right of way of I-15; thence S 64°41'15" W 199.42 feet along said right of way to a point on a 25.00 foot radius curve to the left (center bears N 46°59'10" W), said point being on the Easterly boundary of Warm Springs Townhomes Phase 1 - Amended; thence along said townhomes boundary as follows: Northeasterly 37.82 feet along the arc of said curve to the point of tangency, said point being on the center section line of said Section 11; thence N 0°19'19" W 236.48 feet; thence S 88°45'56" W 246.36 feet; thence S 0°00'00" E 43.10 feet; thence N 90°00'00" W 50.00 feet to a point on a 25.00

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foot radius curve to the right (center bears N 90°00'00" W); thence Southwesterly 38.73 feet along the arc of said curve to the point of tangency; thence S 88°45'56" W 75.51 feet; thence leaving said townhome boundary N 0°00'00" E 215.01 feet; thence S 90°00'00" E 19.00 feet; thence N 0°00'00" E 150.00 feet; thence N 90°00'00" W 61.22 feet; thence N 0°00'00" E 269.40 feet; thence S 90°00'00" E 384.99 feet; thence N 0°00'00" E 249.98 feet; thence S 90°00'00" E 48.93 feet to the point of Beginning.

**NEW**

Being the Proposed Plat of/ WARM SPRINGS SUBDIVISION - PHASE 1.

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

**ARTICLE I**

**DEFINITIONS**

Section 1. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to A-JOHN'S CONSTRUCTION, INC., its successors and assigns if such successors or assigns should acquire for the declarant, all of its rights and obligations of development.

Section 5. "Committee" means the Warm Springs Subdivision Architectural Committee.

Section 6. "Design Guidelines" means the architectural, design and construction guidelines prepared by the Committee for use by Owners and their architects, designers and builders.

Section 7. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

Section 8. "Improvements" means all buildings outbuildings, streets, roads, walkways, driveways, parking areas, fences, retaining and other walls, landscaping, light standards, antennae and any other structures of any type or kind.

Section 9. "Association" shall mean and refer to Warm Springs Subdivision Homeowners Association, its successors and assigns. Said Association shall be registered as a non profit corporation with the State of Utah and comply with all appropriate statutes.

Section 10. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Such Common Area shall include, but shall not be limited to, easements granted for the

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common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly described on the recorded plats.

Section 11. "Board of Trustees" shall mean the governing body of the association.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Every owner shall have a right and easement of enjoyment in and to the common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable assessment and other fees for the maintenance of any improvements and other fees for the maintenance of any improvements situate upon the Common Area, or any portion thereof;

(b) The right of the Association to suspend the voting rights and right to use of any Common Area improvements thereon by an owner for any period during which any assessments against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to enforce the payment by any owner of the assessments made herein in accordance with the provisions herein;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that the Association may grant such easements as shall be necessary for the development of property without the consent of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) upon conveyance of seventy-five (75) percent of lots to purchasers; or
- (b) on July 1, 1997.

## ARTICLE IV

### COVENANTS FOR MAINTENANCE ASSESSMENT

#### Section 1. Creation of the Lien and Personal Obligation

of Assessments Each Owner other than the declarant of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by the successors. The Declarant shall also be responsible to pay the above assessments on any improved lot which is occupied. The City of Washington is entitled to assess the Association for any city required repairs to the common areas.

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the improvement and maintenance of the Common Area and of the improvements situated upon the properties.

Section 3. Maximum Annual Assessment Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year without a majority vote of each class of the membership;

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose;

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. City's Right to Assessments In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to

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streets or other common or limited common areas from the activities of the City of Washington in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

Section 6. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of or proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments:

Due Dates The annual assessments provided for herein shall commence as to all Lots on the First day of the month following the conveyance of the lots to the various Owners. The first annual

assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Trustees shall fix and amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as the status of assessment on a Lot is binding upon the Association as to the status of assessments on a Lot and is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and lien the subject property and foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Additionally, a late charge of \$10.00 shall be added on payments made more than ten (10) days after due.

Section 10. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or

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transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (Trust Deed power of sale) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

Section 1. There shall be an architectural Committee composed of not less than three (3) nor more than seven (7) members, to be appointed by Declarant. Committee members need not be Owners and shall receive no compensation for services they render. At least one Committee member shall be a qualified member of one of the allied physical design or construction professions (i.e., civil engineer, architect, land planner, contractor, etc.). The first committee shall consist of John G. Graham, Mary G. Graham and John T. Graham. Committee members are subject to removal by Declarant, and any vacancies from time to time existing shall be filled by appointment of Declarant, except that the Committee need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Owners of the lots in the subdivision upon the sale of all Lots within the Subdivision, or at any time prior thereto at the discretion of Declarant. Following such transfer, when it becomes necessary to select a new member or members for the Committee, a

written notice stating the time and location of a meeting to be held for the purpose of electing new Committee members. Such Notices shall be addressed to each Owner in the Subdivision and mailed by First Class Mail. The date of the Meeting shall not be less than fifteen (15) days nor more than (30) days from the date the Notices are sent. A quorum of the Committee shall consist of three (3) persons. A decision may be rendered by a majority of Committee members at a meeting at which a quorum is present.

Section 2. Duties and Powers of the Committee. It shall be the duty of the Committee to meet to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to insure that any improvements constructed in the Subdivision by any other than Declarant conform to plans approved by the Committee, to adopt Design guidelines, and to perform other duties imposed upon it by this Declaration. Notwithstanding anything contained in this Declaration, no fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee. In the event said committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be

required and this Article will be deemed to have been fully complied with.

Section 3. Procedural Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its regular and special meetings, procedures and approval criteria, which may include, among other things, provisions for the time and place of meetings, the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall, if adopted, be available to each buyer of a Lot within the Subdivision at the time of close of escrow and shall be maintained at the office of the Committee. Such rules shall incorporate the following provisions:

(a) Applications to do improvements are to be accompanied by not less than two (2) sets of plans and specifications. These shall show the location of all improvements, if any, existing upon said Lot; the location of the improvement proposed to be constructed; the proposed material staging area; the existing topography with a minimum contour interval of two (2) feet; front, rear and all side elevations, showing the structure's relationship to the existing and finished topography; all cuts and fills; the color and composition of all exterior materials to be used; the landscape plan; and any other information, including soil and engineering reports and recommendations which the Committee may require.

(b) In the event an Owner desires to redecorate the exterior of any existing structure, it shall be necessary to submit the new proposed scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the Owner to submit complete plans therefor to the Committee as in the case of erecting new structures.

(c) Failure of the Committee to consent on any application, properly submitted, within forty-five (45) days of receipt by the Committee at its office shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with application for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon.

Section 4. Grounds For Disapproval. The Committee may disapprove any application as follows:

(a) If such application does not comply with this Declaration.

(b) If such application does not comply with the Design Guidelines, which shall be prepared and interpreted by the Committee and which may be modified from time to time in accordance with the common scheme and plan outlined in this Declaration.

(c) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a Lot, finished ground elevation, exterior color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

(d) If, in the judgment of the Committee, the proposed improvements would be inharmonious with the Development or with improvements erected on other Lots.

Section 5. Good Faith. All acts or decisions of the Committee must be governed by the common scheme and plan outlined in this Declaration and must be reasonable and taken in good faith.

Section 6. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee shall not be materially detrimental or injurious to Owners of other Lots. No variance shall be granted which would have the effect of destroying or materially altering the common scheme and plan outlined herein.

Section 7. Certification Of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, Owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee and with ordinances of the City of Washington governing such improvements.

Section 8. Administrative Fees. As a means of defraying its expenses, the Committee shall require a filing fee of \$100.00 to accompany the submission of plans and specifications for a new single family home and a filing fee of \$50.00 for submitting plans for remodeling or additions or exterior redecorating color scheme. Although normally no additional fee shall be required for resubmissions, an additional fee of not more than one-half the original fee may be required. No fee shall be required for proposals for erection of a fence or wall not part of the original construction.

Section 9. Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, the Association nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Plans and specifications are not approved for engineering design or

for compliance with zoning and building ordinances. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an Owner of a Lot within the Development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

Section 10. Principal Office. The principal office of the Committee shall be at 875 N. Graham Manor, Washington, Utah 84780, or at such other address as the Committee shall notify the Association of in writing from time to time.

Section 11. Enforcement. In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this or any applicable Supplemental Declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section 14, below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section, provided, however, that no suit or other proceedings shall be commenced by the Committee after the expiration of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of enforcement,

including attorney's fees, shall be charged to and paid by the Owner. Such charges shall constitute a lien on such Owner's Lot from the date of entry of the judgment therefor in the judgment docket, and shall be enforceable as any judgment. In the event the Committee is not successful, each party shall pay its own costs and attorneys' fees.

#### ARTICLE VI

##### RESIDENTIAL AREA COVENANTS

Section 1. Land Use. No Lot, nor building thereon shall be used except solely for single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the Committee shall be permitted on any Lot in Verde Ridge Subdivision.

Section 2. Minimum Area. Unless approved in advance and in writing by the Committee, which shall take into consideration Lot location, size, topography and the exterior plans and elevations of the dwelling and accessory buildings, if any, each dwelling constructed on a Lot shall have fully enclosed main level floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or outbuildings) not less than sixteen hundred (1600) square feet.

Section 3. Height Limitations. Unless approved in advance and in writing by the Committee, which shall take into consideration Lot location and topography and the effect of a different height upon views from other Lots, no structure or portion thereof, including antennae or solar panels, but excepting

chimneys, constructed on any Lot shall extend higher than fifteen (15) feet from finished grade to a point mid-way between eave and ridge. The point of measurement from finished grade shall be determined in accordance with procedures outlined by the Committee in its Design Guidelines and must be approved in advance in writing by the Committee. Such point shall be determined upon aesthetic considerations in accordance with the overall plan of the Development and the right of each Owner to maintain maximum access to the surrounding vistas, in keeping with which the Committee may also impose a building height limitation in order to preserve views from neighboring homes and minimize the impact of structures on sensitive natural areas of the Development.

Section 4. Setback. Buildings shall be set according to the setback requirements found in ordinances of the City of Washington, Utah. In addition, the Committee may, in its sole discretion, require other setbacks to protect views from adjacent Lots, to keep homes at a reasonable distance back from the edge of the golf course, and for other purposes that it deems necessary or desirable to the common scheme and plan of Warm Springs Subdivision. Buyers of Lots affected by setback requirements other than those set by City standards shall be notified prior to closing of the setback requirements to be imposed by the Committee, if any, and such requirements shall be placed in the deed at closing and shall run with the land.

Section 5. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on a Lot, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on the streets or in the front or side of the Lots unless they are in running condition, properly licensed and are being regularly used, and no owner, or any other individual shall be permitted to repair or otherwise work on such except in enclosed garages.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet, advertising the property for sale or rent, or identifying the contractor. Such signs must be approved by the Declarant and may be used to advertise the property during the construction and sales period.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No unsightly materials or other objects of any kind are to be stored on any Lot in view of the general public.

Section 8. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping or in the erection of permitted fencing generally improving any Lot.

Section 9. Easements. Easements for fire, police, garbage, installation and maintenance of utilities and drainage facilities are served as shown on the plat to be recorded. Each Lot owner shall have an easement over the driveway leading to the garage connected to his unit. Such owner shall be required to keep the driveway and sidewalks appurtenant to his unit free from debris.

Section 10. Accessory Outbuildings. No accessory outbuildings (e.g. garages or sheds) shall be erected on any Lot prior to the erection thereon of a dwelling. In no event shall any temporary structure or trailer or tent ever be used for human occupancy or habitation. After erection of a dwelling, unattached accessory outbuildings may be constructed if approved in advance in writing by the Committee.

Section 11. Design Guidelines. A set of Design Guidelines shall be prepared by the Committee and made available to Lot Owners prior to their commissioning plans for construction of any improvements. These Guidelines shall control all aspects of planning and design and shall direct construction staging and follow-through, including but not limited to planning of exterior

lighting, driveway construction, solar panels, chimneys, antennae, signing during construction, clean-up requirements and deposits. Owners and their agents shall be guided by the Design guidelines in preparation of all plans. The Committee shall be guided by the Design guidelines in the process of approval or denial of plans, in whole or part, and shall have sole power to interpret and apply the Guidelines and judge compliance or non-compliance with the same. The Committee shall have the power to modify the Guidelines from time to time so long as such modifications are in accordance with the common plan and scheme of the Development and the maintenance of the same, as reflected in this Declaration.

Section 12. Completion Of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances.

Section 13. Garages. Every single family dwelling constructed within the Development shall have an enclosed and covered automobile storage space of a minimum size of 20 feet by 20 feet, but not located within the front, rear or side yard setback of a Lot. No garage doors shall be permitted to remain open except for temporary purpose, and the Association may establish rules for the regulation of the opening of garage doors, including the assessment of charges to Owners who violate such rules. Any charges so assessed shall be special assessments.

Section 14. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping or in the erection of permitted fencing generally improving any lot.

Section 15. Temporary Structures. No temporary structure of any form or type shall be permitted on any Lot except during construction of a residence on that Lot and then only as approved in advance by the Committee.

Section 16. Prohibition Against Used Structures. No used or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any Lot from the date of recording this Declaration.

Section 17. Maintenance Of Lots. Lots, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, including landscaping, shall at all times be maintained in a neat, orderly, and well groomed manner. No offensive activities or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, compost materials, or similar matter shall be permitted on any Lot or portion thereof. Lots are to be maintained in a manner that will prevent them from becoming unsightly, unsanitary, or a hazard to health. The Association has sole discretion to determine when any of the standards set forth herein have been violated.

Section 18. Signs And Lot Numbers. Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any Lot except upon prior application to and receipt of written permission from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a Lot for sale; however, the Committee may provide such signs of a standard size and color, which signs only shall be used if provided. During construction of a house, one sign identifying the contractor is permitted, provided it is single sided and is not larger than thirty (30) inches high and forty (40) inches wide and, unless attached to a building, is on its own post and placed so that the top of the sign is no more than sixty (60) inches above the prevailing ground plain. The sign must be placed no closer than twenty (20) feet from the nearest roadway. Subcontractor and materialman signs are prohibited. Signs not meeting the specifications set forth herein or approved in advance by the Committee may be removed by the Committee or the Association from the premises where displayed.

Section 19. Utility Lines And Pipe. Except for major service lines, all utility lines and pipes and connections within the Development shall be placed underground.

Section 20. Concealment Of Propane Tanks And Trash Receptacles. Propane tanks and every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, Lot or Common Area

within the Development except at the times when refuse collections are made.

Section 21. Disposal Of Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the Development.

Section 22. Garbage And Refuse Disposal. There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Association, nor shall any Owner keep or accumulate litter, refuse or garbage except in receptacles of a type approved by the Committee. All refuse shall be disposed of in accordance with applicable laws and ordinances of the City of Washington.

Section 23. Antennae And Exterior Equipment. Satellite discs and antennae for shortwave or ham radio installations will not be installed on a Lot without the express written permission of the Committee. Television antennae that protrude above the highest point of the roof line are subject to the approval, on an individual basis, of the Committee as to size, height and unsightliness.

Section 24. Solar Panels. No solar panels shall be installed on any residence without the prior written consent of the Committee. In the case of consent, the Committee may specify the size and type of panels allowed and the location upon which they may be installed.

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Section 25. Travel Trailers, Motor Homes And Boat

Storage. No travel trailer, motor home, recreational vehicle, house trailer, boat or boat trailer or other type of trailer, shall be parked on a Lot for more than five (5) days in a thirty (30) day consecutive period, unless kept within a fully enclosed, roofed garage or other compatibly designed and constructed carport or enclosure as may be approved in advance in writing by the Committee. The criteria for approval, in addition to architectural compatibility shall be the essential nonvisibility of the stored vehicle from any street, Lot or Common Area in the Development. The intent of this paragraph is to allow only for loading and unloading such vehicles within the Development unless kept in a garage or enclosure as aforesaid.

Section 26. Window Covers. Interior curtains, drapes, shutters or blinds may be installed as window covers. No interior window shall be covered with aluminum foil, newspapers, or other material not customarily used as window covers. Exterior window covers shall not be installed without the prior written approval of the Committee.

Section 27. Fences. No fences or walls more than five (5) feet in height shall be constructed within the Development without prior written Committee approval. There shall be no chainlink, woven wire or any type of wire fence within the Development, except for backyard pet enclosures or swimming pools as approved in advance in writing by the Committee. All fences and walls shall be approved by the Committee prior to installation, and

detailed plans therefor shall be submitted to the Committee as in the case of other structures. Nothing herein contained shall prevent erection by Declarant of security fences or fences along fairways or the necessary erection of retaining walls required by topography and approved by the Committee.

Section 28. Clotheslines. No clothesline shall be constructed or erected which would be visible from any street, Common Area or other Lot.

Section 29. Landscaping. Within eight (8) months of completion of the exterior of the main dwelling unit on any Lot, such Lot shall be completely landscaped consistent with landscape plans approved by the Committee in a manner suitable to the character and quality of the Development, all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development.

Section 30. Exterior Lighting. All plans for exterior lighting must be submitted to the Committee for approval prior to installation. Exterior lighting visible from off the Lot must be indirect and the light source may not be visible from the roads, the golf course, the Common Area, or a neighboring Lot. No light within the Development shall be suspended from a pole in excess of the (10) feet from the ground, except those owned and maintained by Declarant or the Association or as expressly approved in advance in writing by the Committee.

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Section 31. Operation And Parking Of Motor Vehicles.

Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the Development except on a street or driveway, nor shall streets be used for overnight parking of any vehicles or for parking during the daytime of vehicles larger than autos or pickup trucks, which may not be parked longer than two hours at a time. All speed limits and other traffic control signs erected within the Development shall be observed at all times.

Section 32. Operation Of Engines, Machinery And Equipment. Engines shall not be "revved" up within the Development nor shall they be operated at any time without effective noise mufflers. No machinery or equipment of any kind shall be placed, operated or maintained on a Lot except such as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structure or other improvements.

Section 33. Outside Speakers And Amplifiers. No radio, stereo or other broadcast units of any kind and no amplifiers or loudspeakers of any kind shall be placed, allowed or maintained outside or be directed to the outside of any residence or other improvement within the Development without the prior written approval of the Association.

Section 34. Animals. No animals shall be kept or maintained on any Lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance. Household pets shall not unreasonably

interfere with the comfort, privacy or safety of other Owners within the Development. No Lot shall have more than two (2) such household pets. No dogs shall be kept as outside pets without prior approval by the Committee. Such approval may be revoked at any time if the Committee determines that such outside pets are a nuisance.

Section 35. Fires. Other than barbecues in properly constructed pits, grills or firepits that are operated in compliance with Association Rules, or as expressly permitted in such Rules, no open fires shall be permitted within the Development without prior written approval of the Association.

Section 36. Guests And Visitors. Owners shall be responsible for the observance by their guests and visitors, including children, of all restrictions contained in this Declaration or the Rules of the Association.

Section 37. Peaceful Enjoyment. No use shall be made of any Lot or structure within the Development which shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. The Association shall have sole discretion as to what is annoying or adversely affects the use, value, occupation and enjoyment of adjoining property or the general neighborhood.

Section 38. Limited Access. There shall be no access to any Lot on the perimeter of the Development except from designated streets or roads as shown on the recorded maps of the Development.

Section 39. Certificate Of Occupancy. A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.

Section 40. Defacing Or Removal Of Common Area Improvement. No tree, shrub or improvement within a Common Area shall be defaced or removed except at the express written approval of the Association.

Section 41. Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designated on a recorded plat thereof, or other binding document, as a "drainage easement", except that, with the prior consent of the City of Washington and the Committee, non-permanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.

Section 42. Leasing. No Owner of any Lot shall participate in any plan or scheme for the rental of the improvements on such Lot, nor shall any such Lot be operated as a commercial venture. Nothing in this paragraph shall prevent an Owner of a Lot from renting the Lot and improvements thereon during periods or such Owner's absence, provided that all such rentals comply with the provisions of this Declaration, including, but not limited to, the following:

(a) An Owner who leases his Lot to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration. Such Owner shall be jointly and severally responsible for any violations by his lessee thereof.

(b) All leases must be in writing and shall provide that the lease is subject in all respects to the provisions of this Declaration and that any failure of the lessee to comply with such provisions shall constitute a default under the lease. The lease shall further provide that the Association shall have the right to enforce all terms of the lease under the Utah Forcible Entry and Detainer Statute.

Section 43. Declarant's Exemption. Notwithstanding any other provision of this Declaration, it shall be expressly permissible for Declarant or its duly authorized agents, employees and representatives to maintain during the period of construction and sale of Lots such facilities, structures and signs as are necessary or convenient, in the sole opinion of the Declarant, to the sale of the Lots, including, without limitation, a business office, storage area, construction yards, model homes and sales offices; provided, however, that such use of the Common Area by the Declarant must be reasonable and must not unreasonably interfere with any Owner's use and enjoyment of the Common Area.

Section 44. Enforcement. The Committee shall give notice of the existence of a nuisance or violation of these restrictions by, (a) posting on the offending Lot and (b) mailing by certified or registered mail to the Owner of the Lot, a notice

identifying the nuisance or violation and stating the steps to be taken to cure such violation or eliminate such nuisance. If the Owner has not commenced the required work within thirty (30) days after the posting and mailing of notice, the Committee may enter the Lot and remove, repair or otherwise correct the nuisance or violation in accordance with the steps outlined in the notice at the cost and expense of the Owner. A fifteen percent (15%) surcharge for overhead shall be charged and billed to the Owner along with the costs and expenses incurred by the Committee hereunder and shall become due and payable within thirty (30) days after mailing of the billing to the Owner. If not paid when due, the amount charged, including any surcharge and fine imposed pursuant to this Declaration shall be a special assessment secured by a lien on the Lot, recordable and collectible as provided in section 7.7, below. Neither the Committee nor Declarant nor any of their agents, employees or contractors shall be liable for any damage which may result from any work performed, nor for any failure to exercise the right to remove, repair or correct a nuisance or violation or to maintain any Lot. All rights described in this Declaration and all other rights and remedies available at law or equity shall be available in the event of any breach of any provision of this section by any Owner, tenant or other person.

Section 45. Modification. Except where Declarant's rights are involved or Declarant's consent is required, the Association may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the

Development and the Lots therein by reasonable rules and regulations of general application adopted by the Board from time to time which shall be incorporated into the Association Rules.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Severability. 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.

Section 2. Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment shall be recorded in the Office of the Washington County Recorder, State of Utah.

Section 3. Annexation. Additional residential property may be annexed to the Properties.

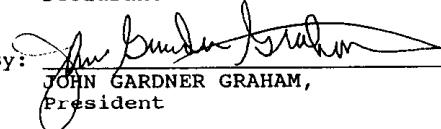
Section 4. Property Tax. Each unit and its percentage of undivided interest in the Common Areas and facilities shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for types of taxes authorized by law as provided in Title 57-8-27 Utah Cod Annotated, 1953, as amended.

Section 5. Insurance "Liability Insurance" The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the Common Area property for at least \$500,000.00 per occurrence/\$1,000,000.00 per year for personal or bodily and property damage that results from operation, maintenance or use of the Common Areas.

"Fidelity Insurance" The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling fund.

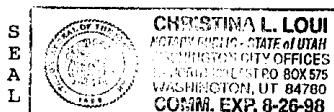
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of March, 1996.

A-JOHN'S CONSTRUCTION, INC.,  
Declarant

By:   
JOHN GARDNER GRAHAM,  
President

STATE OF UTAH )  
:ss.  
COUNTY OF WASHINGTON )

On the 20<sup>th</sup> day of March December, 1996, personally appeared before me JOHN GARDNER GRAHAM, who being by me duly sworn did say that he is the President of A-JOHN'S CONSTRUCTION, INC. and that he executed the foregoing Declaration Of Covenants, Conditions, and Restrictions on behalf of said Corporation.



Christina L. Louie  
NOTARY PUBLIC  
Residing at: St. George, Utah  
8-26-98 Commission Expiration

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