

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND MANAGEMENT POLICIES**

THIS DECLARATION, made on the date hereinafter set forth by RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., a Utah non-profit corporation, hereinafter referred to as "Declarant". Until such Association is established Declarant will also refer to Wasatch Mountain Investment Partners LLC, its successors or assigns.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Summit, State of Utah, which is more particularly described as River Bluffs Estates and is located at approximately 350 West Hilltop Road.

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, conditions, and Management Policies 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, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS:**

Section 1. "Association" and/ or "Declarant" shall mean and refer to RIVER BLUFFS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area that will be owned by the Association at the time of the conveyance of the first lot as described on the River Bluffs Subdivision Plats A and B.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the properties with the exception of the Common Area.

Section 6. "Building Area" shall mean and refer to the only portion of the lot on which a home may be constructed.

**ARTICLE II  
PROPERTY RIGHTS**

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 135.00 BY FRANCIS TOWN



Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the trail and Common areas which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the trail and Common Areas;
- (b) the right of the Association to suspend the voting rights and right to the use of the facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its rules and regulations as set forth in this Declaration and as may be published by the Board of Trustees of the Association;
- (c) The right of the Association to dedicate or transfer all or any part of the trail easement area or Common Areas to any public agency or authority for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds, (2/3), of the members agreeing to such dedication or transfer has been recorded;

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

Section 3. Parking Rights. Vehicle parking shall be confined to each Lot.

Section 4. Owners of those lots designated as horse property have the right to keep such domesticated livestock on their lots a may be allowed by Francis Town.

### **ARTICLE III EXTERIOR MAINTENANCE**

Section 1. The exterior maintenance of each building and lot shall be the responsibility of the individual owner. Maintenance shall include paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, drives and other exterior improvements.

Section 2. In the event an Owner fails to maintain the exterior of his buildings and the appearance of his lot in a manner satisfactory to the Board of Trustees, then, after a resolution passed by at least two-thirds, (2/3), of the Board, the Association shall have the right, through its agents and employees, to require such Owner to repair, maintain and restore such Private Areas to a standard consistent with the Development. If the Owner fails to make such repairs then after a 14 day notice, the Association shall contract for the necessary clean up and maintenance and the cost of such work shall be immediately reimbursed by the Lot Owner.

### **ARTICLE IV DESCRIPTION OF PROPOSED PROJECT**

Section 1. Type of Project. The project is proposed under the Standards of Francis Town. The property has been platted into fifty-five (55) .4 to .6 acre and six (6) .2 to

.25 acre lots. The development has access to Hilltop Road and State Road 32. Each lot will be served by Francis Town for irrigation and culinary purposes.

Section 2. Maps. The following maps are attached: Exhibit A is the master plan for the entire development. Exhibit B is the plat for Plat A.

Section 3. Staged Development. The proposed development will be completed in two phases. Phase One will consist of 26 residential lots and the Common Areas A and B. Phase Two will include 35 residential lots.

## **ARTICLE V ENVIRONMENTAL CONSEQUENCES OF PROPOSED PROJECT**

Section 1. Soil Erosion and Control of Erosion. The following steps shall be required to minimize the soil erosion potential on the development.

- (a) Any vertical slope cuts for building pads shall be limited to a maximum of ten (10) vertical feet.
- (b) All vertical cuts shall be either cribbed or re-vegetated with natural soils and planted with grasses.

Section 2. Waste Disposal Facilities. Liquid waste will be disposed of by each individual according to local ordinances. Solid waste will be removed from each Lot by owner placing it on an approved location at the entrance of each property, in an approved container to be picked up on a scheduled basis by a designated waste disposal company.

Section 3. Fire hazards. Control of fire hazards will be facilitated through the installation of fire hydrants in the development. Fire protection is provided by the South Summit Fire District.

Section 4. Flood Hazards and Control of Floods. The surface water run-off from the project will be contained in Sumps and Retention Basins. Each lot owner will be responsible to retain surface water run-off within his own property boundary. None of the development lies within a Flood Zone.

## **ARTICLE VI RESTRICTIONS**

Section 1. Size and style of Homes and Buildings. All homes shall be single family dwellings. Lots 1-13, 18-46 and 49-61 must be a minimum of 1,500 square feet of living space on the main level for two story homes, and 1800 square feet for rambler style homes (exclusive of porches, patios, and garages). All barns and outbuildings must be designed to be compatible to the development. On lot numbers 14-17 and 47-48 all homes shall be single family dwellings and must be a minimum of 900 square feet of living space on the main level for two story homes, and 1,100 square feet for rambler style homes (exclusive of porches, patios, and garages). No barns or outbuildings are allowed on these six (6) lots. All building plans, elevations, and materials are subject to review and approval of the Architectural Control Committee and must meet the River Bluffs Architectural Guidelines (see Exhibit C) included as part of this document prior to submission of building permits to Francis Town.

Section 2. Residential Use. Each Lot shall be occupied and used by its Owner only as a private residence dwelling for the Owner, his family, tenants and social guests and shall further conform to applicable zoning ordinance requirements of Francis Town.

Section 3. Building. All home construction will be subject to a Francis Town building permit. Upon the request for a building permit, builders will submit a plan, approved by the Architectural Control Committee, to the Francis Town Building Department.

Section 4. Setbacks. The owner will follow the Francis Town Ordinance in its requirement of setbacks from roads and property lines with the exception of those designated as bluff view lots. Bluff view properties include lots 54-61. They are required to have a minimum rear setback of 35 feet. This setback requirement for bluff view lots applies to both the primary residence as well as to any other buildings on the property. Lot One has a 30 foot setback from the lot line adjacent to common area A.

Section 5. Parking. All permanent parking will be confined to the individual Lots, not on road right-of-ways or Common Area.

Section 6. Solid Waste. Solid waste will be removed from each individually owned lot by owner placing it on an approved location at the entrance of the Lot, in an approved container, to be collected on a scheduled basis by a designated waste collection company. Solid waste left around individual lots or piled in an unsightly manner is not allowed.

Section 7. Unsightly Storage and Materials. So as to preserve and protect the appearance of the development all unsightly objects such as trash piles, broken or unfinished buildings, worn-out or unused vehicles, broken or inappropriate fencing, and/or any other unsightly objects which devalue the surrounding area are not allowed. Individual Lots are not to be used as storage areas.

Section 9. Alteration. No Owner shall make structural alterations or modifications to his Lot and dwelling or other exterior attachments, antennas, (other than regular TV antennas), signs, (except property for sale signs), or advertising devices without the prior written approval of the Architectural Control Committee. The Committee shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the development.

Section 10. Improper Activities. No unlawful activities shall be carried on in any Lot or upon the trail or Common Area, nor shall anything be done which may be a nuisance to the Owners. No Owner shall store any dangerous explosives or inflammable materials either in his dwelling, on his Lot, or upon the trail or Common Area, or permit anything to be done or to keep or permit to be kept in his dwelling, on his Lot, or on the trail or Common Area anything that will increase risk within the development.

Section 11. Fencing. Fencing other than that designated by the developer and/or Architectural Control Committee is not permitted. Fencing materials shall be out of wood and shall be either split rail or pole in construction.

Section 12. Snow Removal. It shall be the duty of every property owner to clear the sidewalks (trails) at the perimeter of his property from accumulation of snow within a period of eight hours from the end of each storm. It shall be unlawful to permit an accumulation of more than (8") of snow to remain on the sidewalk (trail) for more than eight (8) hours at a time.

Section 13. Use of trail. The trails or Common Areas shall not be used for storage of supplies, personal property or trash or refuse of any kind. The use of motorized vehicles on the trails or Common Area is not permitted. Entrances, sidewalks, yards, driveways or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes.

Section 14. Animals. Owners desiring to keep animals other than two (2) dogs and/or two (2) cats on their lots must be approved by the Architectural Control Committee as to the number and types of animals they wish to keep. All dogs shall be restricted to the Owner's lot with either invisible barriers or fencing approved under Article VI Section 11 of this agreement and the Owner is required to keep his dog(s) on a leash while in the Common Areas. Owners are responsible for picking up their pets' waste in public and common areas. Owners are responsible for ensuring that their pets are not disruptive or a nuisance to other owners including destroying property, excessive noises in continuous or untimely fashion, and/or molesting or harassing passersby. The association may require an Owner to remove nuisance pets due to noise, running at large, sanitary violations, or other violations of local ordinances. The Board of Trustees may also create and impose a schedule of fines for violations of these restrictions. Guidelines established by the developer are as follows: No wild or dangerous animals shall be kept within the development. No cows or swine are allowed. Horses are restricted to designated horse lots and the number of horses allowed must be consistent with Francis City ordinance requirements. Property designated for horses include lots 1-6 and 50-54

The construction of shelter facilities for all animals, including stomp lots required for horses, must be approved by the Architectural Control Committee. Stomp lots shall have a soil berm or a concrete wall constructed on the down gradient of the lot, that will result in the stomp lot containing the runoff from a 24-hour, 10-year storm event. All stomp lots shall be cleaned monthly.

Watering facilities for animals shall be located within the area of the stomp lot and approved by the Architectural Control Committee. In approving water facilities the Committee shall determine that the proposed watering facility has a water control feature to prevent overflow and is located on a concrete base surrounded by a gravel area of not less than 10 feet.

Barbed wire fences shall not be used to confine animals. The storage of hay shall be restricted to an area behind residences of at least ten feet from neighboring lot lines.

Section 15. Vacant Lot Maintenance. Owners are required to maintain the appearance of their vacant lot prior to building. The lot must be kept free of debris and all vegetation must be maintained to a height of less than one foot. If an Owner fails to maintain his lot, then the Association has full access to his lot and the Association shall contract for the necessary maintenance. The Owner hereby agrees to immediately reimburse the Association for all costs it incurs for such maintenance.

Section 16. Chevron Pipeline Easement. Owners of Lots acknowledge and agree to abide by the **Pipeline Crossing Standards** as attached.. In particular, the Owners of Lots 7, 8, 20, 22, 23, 33, 34, 44, 45, 49 and 50 acknowledge that the Chevron Pipeline Easement exists upon their property and these Lot Owners agree to not plant trees or bushes and to not construct any fences upon this easement and in respects abide by the **Pipeline Crossing Standards**. Lot Owners of Lots 7, 8, 20, 22, 23, 33, 34, 44, 45, 49 and 50 needs to provide 48 inches of cover over the pipeline section in their lots and acknowledge and agree to abide by the **Chevron Pipe Line Company Easement**. The Owner of Lot 7 agrees to not install any utilities in the Chevron Easement along their boundary with the pipeline.

Section 17. Washington Irrigation Company Easement. Lot Owners of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 include a 10' ditch easement with Washington Irrigation Company on the north boundary of their lots. Washington Irrigation Company reserves the right, from time to time, to clean the ditch. Lot Owners that decide to install fences will need to install

fences with 10' gates on the northern boundary to allow for occasional ditch cleaning, or be willing to remove the 10' portion of the fence, at their own expense, during cleaning by the ditch company.

## **ARTICLE VII MEMBERSHIP 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 in Phase One.

Class A. Class A members shall be all Owners, with the exception of those owned by the Developer. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B member(s) shall be the Developer and shall be entitled to four (4) 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) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, for all lots in Phase One
- (b) or on December 31, 2015.

Section 3. Phase Two shall have the same requirements as noted in Section 2 with the exception that 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) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, for all lots in Phase One
- (b) or on December 31, 2025.

## **ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner 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) any special assessments for capital improvements that are approved by the Homeowners Association, 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,

cost, 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 them. The lien shall pass and run with the land.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Development and for the improvement and maintenance of the detention basin and trail and Common Areas (trail corridor, fencing, irrigation lines, and weed control).

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 for Class A and B members shall not exceed \$400.00 per Lot. This does not include a special Horse Lot assessment for Horse Lots (lots 1-6 and 50-54) of an additional \$100.00 per Lot. This special Horse Lot assessment will be determined annually by the Board of Trustees in future years but shall not exceed 30% of the annual assessment. From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year by more than 7% above the maximum assessment for the previous year without a vote of the membership.

(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 above 8% by a vote of two-thirds (2/3) of all votes which are voted in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any 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 trails or Common Areas, including fencing, fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of total votes from all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditures of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making expenditure.

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 members or of proxies entitled to cast sixty-six percent (66%) of the total of the combined votes of all classes 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. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots within each class of membership except for lots 1-6 and 50-54 which may be subject to a special Horse Lot assessment or any other unusual conditions, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments/Due Dates. The annual assessments provided for herein shall be due and payable as of the date of the sale of the first lot. The Board of Trustees shall fix the 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 Trustees. 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.

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 the rate of eighteen percent (18%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or 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 trail or Common Area or abandonment of his Lot.

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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become 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 IX ARCHITECTURAL CONTROL**

Section 1. General Guidelines. The architectural style of River Bluffs Subdivision is defined in the attached Architecture Design Guidelines. Materials and design should be consistent with this theme. No building, 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, material and location of the same shall have been submitted to and approved in writing as to harmony or external design and location by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Trustees of the Homeowners Association. In the event said Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and



specifications have been submitted to it, application may be made to the Board of Trustees of the Homeowners Association.

Section 2. Architecture Design Guidelines. To provide consistency, the Board of Trustees has established Architecture Design Guidelines attached as Exhibit C.. The Architecture Design Guidelines may be amended from time to time by the Board of Trustees upon recommendation of the Architectural Control Committee.. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Architecture Design Guidelines in effect on the date the Lot Owner submits his plans to the Architectural Control Committee. Reference must be made to the current Architecture Design Guidelines for additional requirements and conditions for the design and construction of structures.

Section 3. Landscaping, front, sides and rear, must be acceptably completed within 90 days of receiving occupancy. Homes that are not landscaped shall be subject to a \$2,000 penalty that will be used to complete acceptable landscaping. The Architectural Control Committee will determine what constitutes acceptable landscaping. The Board of Trustees of the HOA has the right to impose the penalty.

## **ARTICLE X INSURANCE**

Section 1. Types of Insurance. The Association shall obtain from insurance companies licensed to do business in the State of Utah and shall keep in full force and effect at all times the following types of insurance covering the Common Area and shall pay the premiums thereon as a Common Expense.

(a) Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Common Areas and facilities of the project in such amounts as shall provide for the maximum insurable replacement thereof in the event of damage or destruction. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project or any portion thereof.

## **ARTICLE XI GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidations of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions 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 during the first twenty (20) year period by an instrument signed by Owners voting not less than seventy five (75%) of the combined votes from all the classes of Lot Owners, and thereafter by an instrument signed by Owners voting not less than sixty six percent (66%) of the combined votes from all the classes of Lot Owners. Any amendment must be recorded in the office of the County Recorder before such amendment shall become effective.

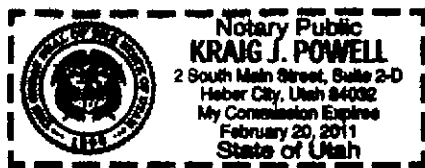
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of December, 2008.

Warren Clark, Manager  
Declarant

STATE OF UTAH )  
COUNTY OF Wasatch ) :ss

The foregoing instrument was acknowledged before me this 19 day of December, 2008, by Warren Clark, who executed the foregoing instrument in his/her capacity as Manager of River Bluffs HOA.

Kraig Powell  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_







## CHEVRON PIPE LINE COMPANY EASEMENT

**Pipeline Right-of-Way.** Certain lots and areas within the subdivision are crossed by a 16.5 foot wide right-of-way and easement owned by the Chevron Pipe Line Company ("CPL") which has two high pressure pipelines containing crude oil. The specific location of the pipeline right-of-way is shown on the recorded plat of the subdivision. In order to ensure the safety of residents of the subdivision, the continued safe and uninterrupted operation of the pipelines, and to allow CPL the right to exercise its rights under the right-of-way with minimum interference or problems, Owners of lots that are adjacent to or crossed by the outer boundary of the pipeline right-of-way shall comply with the following requirements:

(a) No building, building overhang, foundation, or other structure or physical improvement of any type which, in CPL's opinion, unreasonably impedes or hampers CPL's access to the pipeline may be located or constructed at any time within the pipeline right-of-way;

(b) The construction of any structure or improvement on any lot or common area burdened by a right-of-way shall be diligently prosecuted by the Owner with due care and in accordance with sound design, engineering and construction practices, and in a manner which will not unreasonably interfere with CPL's rights in the right-of-way;

(c) No buried utility lines shall be installed across the pipeline right-of-way and no asphalt, concrete, or other hard surface, driveway, or road, or any other major modification of the surface of the pipeline right-of-way shall be constructed without prior notice to and consultation with CPL;

(d) Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than twelve (12) inches beneath the surface at all times;

(e) CPL shall have the right to mark the location of its pipelines at any time for any reason with markers presently or routinely used by CPL in residential area;

(f) No excavation, digging, grading, or use of heavy machinery may take place on CPL's right-of-way without adequate prior notice to CPL, and at a minimum without prior notice in accordance with provisions of State or local Underground Utility Damage Prevention Laws;

(g) CPL shall have the right reasonably to access its right-of-way across lots subject to the right-of-way, and Owners shall not restrict CPL's access to the pipeline right-of-way, and any fences crossing the pipeline right-of-way shall contain gates sufficiently wide to allow CPL vehicles and equipment to move along the right-of-way. Fences installed parallel to the pipelines shall not be closer than 8.25 feet to the centerline of the westerly pipeline. Owners shall take proper care when digging post holes near the pipelines by hand excavating within the easement boundaries;

(h) Owners shall not remove or disturb signs or markers installed by CPL to mark the location of the pipeline right-of-way without the express written consent of CPL; and

(I) The Owner will at all times give due regard to the need for the continued safe and uninterrupted operation of CPL's pipelines thereon, and will indemnify and hold CPL harmless from all loss, cost, and expense, including attorney fees, arising from the failure by Owner to abide by the terms of this covenant and restriction.

As an additional precaution to the foregoing and in furtherance of ensuring the safety of the residents of the subdivision and the continued safe and uninterrupted operation of the pipeline system,

As an additional precaution to the foregoing and in furtherance of ensuring the safety of the residents of the subdivision and the continued safe and uninterrupted operation of the pipeline system, Owners of any lot within ten (10) feet of the outer boundary of the existing pipeline right-of-way, are recommended to contact CPL and request comments and suggestions prior to the construction or erection of any building, foundation, structure, physical improvement or landscaping, within ten (10) feet of the boundary of the pipeline right-of-way, and to submit plans and specifications showing the property structure or improvement in advance for comment by CPL.



## PIPELINE CROSSING STANDARDS

### I. General requirements for buried line crossings:

- A. All buried lines crossing Chevron Pipe Line Company's ("CPL") right-of-way must cross at an angle of 45 degrees or more.
- B. All buried lines must cross under CPL's pipeline. If impractical because of underground structures, heavy rock or extreme depth of CPL pipeline(s), the Field Team Leader or designee must grant approval for lines to cross over CPL pipelines.
- C. It is recommended that all buried utility lines crossing CPL's pipeline maintain a minimum of 24 inches between the pipeline and the utility line. The utility shall maintain the same depth of cover across the entire right-of-way. At no time shall the clearance between CPL's pipeline and the utility be less than 12 inches except where approval is granted from the Field Team Leader or designee for allowable D. O. T. specifications.
- D. All buried lines must be nonmetallic material or have one corrosion test lead installed on both the metallic utility pipe and CPL's pipe. This test lead will provide a means to monitor interference with CPL's cathodic protection system.
- E. CPL's personnel must install the lead on CPL's pipeline and, if requested, CPL will also install the lead on the crossing utility pipe.
- F. Metallic pipe crossings shall be protected by a coating for at least ten feet each side of the CPL right-of-way.

### II. Specific requirements for communication line crossings (buried telephone, cable TV and other data lines):

- A. All buried communication lines shall be installed in accordance with guidelines of the National Electrical Safety Code.
- B. All buried communication lines shall be encased in a rigid nonmetallic conduit across the entire width of the right-of-way.
- C. Proposed communication lines that cross the CPL right-of-way shall meet all the General Requirements.
- D. Specific requirements for fiber optic lines must be adhered to. Such installations are allowed provided that measures are taken to prevent accidental severing of fiber optic lines during pipeline repair and maintenance work. Such measures may include but are not limited to, a burial depth of not less than 24 inches below CPL's pipelines, encasing the fiber optic line in a rigid conduit, or placing a 4 inch slab of concrete above and below the fiber optic lines. The fiber optic protection must extend across the entire width of the right-of-way. Discretion is given to CPL field personnel for any additional requirements or variances.

**III. Specific requirements for buried power line crossings:**

- A. All proposed buried power lines shall meet the General Requirements.
- B. All buried power lines shall be installed in accordance with guidelines of the National Electrical Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- C. All buried power lines shall be encased in a rigid nonmetallic conduit. It is recommended, but not required, that a slab of concrete, red in color, and at least 2 inches thick by 1 foot wide shall be placed over the conduit. The conduit and concrete slab (if used) shall have a constant depth of cover and extend across the entire width of the right-of-way. The top of the red concrete slab (if used) shall be at least 24 inches below the CPL pipeline.
- D. All buried power lines shall have signs placed at each edge of the right-of-way to mark the underground cable angle and the path of the crossing. This provision shall not apply in urban areas or where the placement of signs is impractical.
- E. If the proposed underground power cable has a concentric neutral, a test point from the ground wire shall be installed by the power company, and in turn CPL personnel will install a test point from CPL's pipeline. These test points will be utilized for CPL cathodic protection interference tests.

**IV. Backfill requirements for road construction and miscellaneous foreign line crossings:**

- A. Backfilling will be permitted only after all inspections of piping have been performed and test leads are connected if they are required. Backfilling must be with the appropriate specified material and compacted according to the following specifications. Inspections and connecting test leads will be promptly carried out to avoid unreasonable delays in construction.
- B. The pipe zone material shall extend 6 inches under the CPL pipe and 18 inches to the side and 18 inches over the top of the CPL pipe. The material placed in this pipe zone must be free of all rock larger than 1/4 inch, all frozen material, or any organic material. It is preferable that the pipe zone material be clean fine grain sand. If the native trench excavated material does not meet these specifications, imported bedding will be used.
- C. The material above the pipe zone may use native excavated material as long as it is free from brush, perishable material, trash, rocks, or boulders larger than 6 inches in the greatest dimension or frozen material. If the material has rock that exceeds the 6 inch size the material may be run through a grizzly or screen to remove the oversized rock or imported material that meets the specification.
- D. The material that is excavated and replaced in the right-of-way will be replaced and compacted. All compaction within the pipe zone shall be not less than 95 percent of the maximum dry unit weight, as determined by AASHTO T-99, Method D or ASTM D-698, Method D, or compacted to not less than 70 percent of the maximum relative density as determined by ASTM D-2049. If the material is of a sandy nature requiring the ASTM D-2049 test procedure, 10 days must be allowed for the establishment of the relative density. CPL will waive the 10-day requirement if: (1) the contractor provides standard proctors for the materials used at least two days before construction, or (2) the compaction meets County Highway District standards and testing is done by a third party and CPL can observe the procedure. If the contractor proceeds under item (2) above and later it is discovered the compaction is not adequate, the developer at his expense will recompact to meet CPL requirements. During the progress of the work, the CPL Representative may make



test of the compacted material to determine the in-place dry unit weight in accordance with one of the following procedures: ASTM D-1556, ASTM D-2167, ASTM D-2922, AASHTO T-191 or AASHTO T-205.

- E. Extreme care shall be exercised during the construction operation to not damage the pipeline coating. Any damage to this coating shall be brought to the attention of the CPL Representative. The damage shall be repaired to the satisfaction of CPL before the operation proceeds.

**V. Specific requirements with regard to pipeline cover:**

- A. Cover over the pipeline(s) must meet current Department of Transportation regulations specified in the Code of Federal Regulations, Title 49, Parts 195.200, 195.210, and 195.248.
- B. The finished roadway surfacing (asphalt surfacing 2 1/2 inches thick) shall be at least 48 inches above the top of the CPL pipeline. If new roadways are constructed, it will be the responsibility of the Developer/Contractor to design the aforementioned clearance into the roadway. This may be done by increasing the elevation of the roadway or having CPL lower the pipeline at Owners expense. Note: Paved parking areas are considered to be roadways.
- C. A CPL Representative must be on site while excavation is taking place. All excavation within 24 inches of the CPL pipeline must be accomplished by hand methods. No load will be permitted over the pipeline while this material is being or has been removed.
- D. Any proposed change in cover on the pipeline shall be reported to the CPL Area Office. No construction grading or excavation in the CPL right-of-way may be done without a CPL Representative present.

**VI. Landscaping:**

- A. Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than 12 inches beneath the surface at all times. No trees with root lengths that would interfere with the coating or integrity of the pipeline may be planted in the right-of-way.

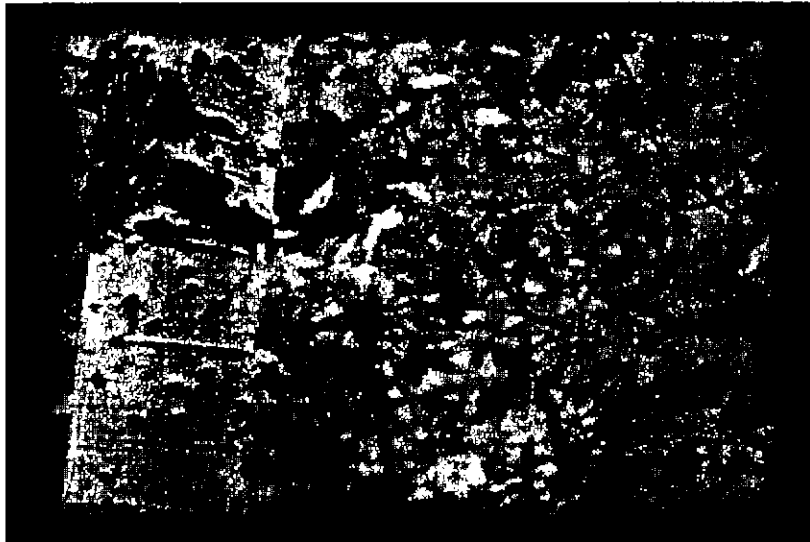
**VII. Equipment Crossings:**

- A. Normal loads acceptable to the resident State Department of Transportation for highway purposes may cross the pipeline at locations where pipeline cover has been determined adequate to handle such loads.

**VIII. Fencing:**

- A. Fences may not be constructed in the right-of-way without identification and marking of CPL pipeline facilities. In general, fences may not run laterally within the right-of-way. Fences crossing the right-of-way may be allowed provided that provisions are made to resolve future access problems.

# River Bluffs Estates



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## *Architectural Guidelines ...*

### **Design Philosophy**

The goal of River Bluffs Estates is to create appealing and interesting homes that are complementary to the dominant beauty of its mountain setting. The principle objective of these guidelines is to encourage elements of architectural richness and variety to individual dwellings without allowing overly flashy or ostentatious designs.

Homes that use neutral colors and natural materials while maximizing view corridors will be encouraged. Rather than prescribe a specific formula that all homebuilders must follow, the intent of these guidelines is to foster a thoughtful and comprehensive approach to create an appealing and well-designed community.

### **Building Size**

One of the goals of all owners and architects should be to preserve the highest quality home within the smallest possible volume consistent with the homeowner's need for space. Following are some minimum and maximum guidelines to facilitate the decision making process:

- Two-story
  - Minimum main floor of 1500 square feet
  - Maximum main floor of 3000 square feet
  - Second floor should be no larger than 80% of the main floor living area
- One-story
  - Minimum main floor of 1800 square feet
  - Maximum main floor of 3500 square feet

These are guidelines and can be modified with the approval of the Design Review Committee as long as they are consistent with the overall design philosophy of the development. Maximum consideration should be given to the preservation of view corridors.

### **Set-Backs**

Following are the minimum set back requirements:

- 30'- minimum front yard and side street setback (except lots 1, 54-61)
- 35'- minimum front yard set back for lots 1, 54-61)
- 12'- minimum side yard set-backs- interior lots
- 25'- minimum rear yard set backs

### **Prefabricated Buildings**

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted. This includes mobile homes, stock modular buildings or any other structure requiring transportation and set up in a partially completed state. It is possible, however, that some structures that are assembled off-site and completely disassembled for transportation, including log structures, may be permitted. Any such structures are subject to the approval of the Design Review Committee.

### **Height and Variability of Structures**

Summit County and Francis Town ordinances limit allowable heights. Following are those guidelines that River Bluffs Estates is subject to:

- 30'- maximum height from finished grade to highest point on roof line

Chimneys may exceed these heights. The Design Review Committee has the right to impose further restrictions if, in their opinion, it is in the best interest of the overall development. Such cases are not expected and would be rare.

Architects who propose structures with more than one level should ensure that the higher level is not larger than 80% of the lower level.

Offsets or indentations in wall planes create visual interest and add depth. Architects are encouraged to add offsets in height and length at least every 20-30 feet.

### **Exterior Materials**

There are many traditions in high country architecture that will fit into the design philosophy of River Bluffs Estates. Variability, when done tastefully, adds interest and character. The following guidelines should be taken into account during the design process.

- Exterior material should be natural in character and should be compatible with the native landscape.
- Predominant exterior materials consisting of wood or native stone, including wood shingles, wood shakes, board-on-board, board and batt, native stone or logs are strongly encouraged.
- Plywood siding is prohibited.
- The use of metal siding, including aluminum, as well as fiberglass siding, vinyl siding or asbestos siding is prohibited.

- Unfinished metallic surfaces are not permitted except for copper.
- Simulated or cultured stone will be allowed subject to Design Review Committee approval.
- Brick is allowed.
- Stucco is allowed, but should not exceed more than 60% of any one surface and must be well integrated into the overall exterior design.
- Use of timbers is strongly encouraged.

The aesthetic merits of any combination of exterior materials are subject to the review and approval of the Design Review Committee.

## Roofs

To the extent possible, the overall profile and articulation of the roof should add character and variability to the design of the home. Rooflines that appear overly "boxy" or symmetrical are discouraged. Covered terraces or porches must be fully integrated into the design of the home.

Homes are encouraged to have pitched or gabled roofs. Flat roof sections with shallow pitches will only be allowed when the dominant theme of the overall roofline is pitched or gabled. The dominant roof form is encouraged to have a minimum pitch of five feet by twelve feet and a maximum pitch of ten feet by twelve feet.

Roofs should utilize a minimum of 30-year asphalt shingles where asphalt shingles are employed. Architectural grade shingles are encouraged. All roof materials are subject to the review and approval of the Design Review Committee.

## Exterior Colors

The color of external materials should be generally earth tone in nature and should blend in with the natural landscape. Accent colors that are used judiciously may be permitted.

Colors approaching the primary range (red, blue, white and yellow) will not be allowed. Nor should there be drastic contrasts in value (light to dark). This applies to both paint and stain. White should only be used as an accent or "trim" color.



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