

129  
/ 22

ENT 86853:2007 PG 1 of 22  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Jun 14 12:25 pm FEE 129.00 BY SS  
RECORDED FOR CAMBERLANGO DEVELOPME

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVER PARK WEST  
PLAT "A"**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**, made as of the 31 day of May, 2007, by  
*Camberlango Development Group, LLC*, a Utah limited liability company, hereinafter referred to  
as "Declarant".

**RECITALS**

A. Declarant is the owner of certain parcels of real property located in the City of  
Springville, Utah County, Utah, more particularly described on Exhibit "A" attached hereto upon  
which Declarant intends to develop a residential project (the "Project").

B. On December 14, 2006, Declarant caused to be recorded in the Utah County  
Recorder's Office as Entry No. 168512:2006, page 1 through 26 of the Declaration of  
Covenants, Conditions and Restrictions and Bylaws for River Park West.

C. As duly authorized and adopted, the Declarant hereby amends and restates the  
Declaration of Covenants, Conditions and Restrictions and Bylaws for River Park West recorded  
in the Utah County Recorder's Office on December 14, 2006, Entry No. 168512:2006, page 1  
through 26.

NOW THEREFORE, the Declarant declares that the real property described in Exhibit  
"A" and the subject of the Declaration of Covenants, Conditions and Restrictions for River Park

West and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens, set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Park West.

## ARTICLE I

### DEFINITIONS

1.1. "Association" shall mean and refer to River Park West Homeowner's Association, its successors and assigns.

1.2 "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 part of the Properties (each Owner being a member of the Association), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "Project" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the 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.

1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project with the exception of the Common Area.

1.6 "Dwelling" shall mean and refer to any dwelling structure built upon any Lot, which is shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.7 “Restricted Common Area” shall mean that portion of the Common Area that consists of rear yard area of a Townhome Lot for which an Owner has maintenance responsibility.

1.8 “Twin Home Lot” shall mean and refer to Lots 1 through 4, and Lots 69 through 78.

1.9 “Townhome Lot” shall mean and refer to Lots 5 through 68.

1.10 “Townhome Building” shall mean and refer to any dwelling structure on Lots 5 through 68.

1.11 “Declarant” shall mean and refer to *Camberlango Development Group, LLC*, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

2.1 Owner’s Easements of Enjoyment. 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 maintenance fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational 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 published rules and regulations;
- (c) 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 purpose and subject to such

conditions as may be agreed to by the members. No such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

- (d) the right of the Association to restrict the use of Restricted Common Area to the sole use of one or more Owners.

2.2 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. Owners are responsible for all rule compliance by all family members and delegate members.

2.3 Owners' Responsibilities Within the Common Area.

- (a) Any Owner may not damage, remove or modify any Common Area or improvements thereon. Any such action by an Owner or his assigned delegate shall be corrected by the Owner responsible for such actions at Owners expense and to the agreement and satisfaction of the Association.
- (b) Persons under the age of 18 are not permitted in recreational Common Areas after 10:00 PM unless accompanied by an Owner.
- (c) Littering, garbage and other waste left in Common Areas is prohibited.
- (d) Motorcycles or other motorized vehicle riding on any landscaped area or children's play area is prohibited.
- (e) Owner's are prohibited from leaving personal property in Common Areas.
- (f) Owners or tenants shall not permit any activity which would result in cancellation of insurance on structure or contents thereof or which would be in violation of any public law, ordinance or regulation, including but not limited to, the consumption of alcoholic beverages, loud or obnoxious music or loud noises or disruptive behavior.

- (g) Repair, maintenance, or construction on personal property or vehicles is prohibited in common areas.

2.4 Driving and Vehicles.

- (a) Driving motor-powered vehicles on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
- (b) Reckless driving or speeds in excess of 10 mph within driveway or parking areas is prohibited.
- (c) All vehicles, of any kind, will conform to any state, municipal or Association law governing licensing and operating condition of vehicle.
- (d) Vehicles in violation of parking rules may be towed at vehicle owner's expense.
- (e) Pedestrians crossing any of the streets within the Association have the right-of-way.

2.5 Insurance. As established in the Association By-Laws, the Association shall procure and maintain adequate liability and hazard insurance on property owned by the Association. Owners and tenants are responsible for their own insurance for contents and personal property.

- (a) Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area and amenities insured against loss or damage by fire for the full insurance replacement cost thereof. The Association may obtain additional insurance against such other hazards and casualties as the Association may deem desirable, and may also insure any other property,

whether real or personal, which is owned by the Association, against loss or damage by fire and such other hazards as may be deemed desirable, with the Association as the owner and beneficiary of such insurance. Insurance coverage shall be written in the name of the Association, with the proceeds to be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for this insurance carried by the Association are expenses that shall be paid by the General Common Assessments made by the Association.

- (b) Replacement or Repair of Common Area Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. This Reconstruction Assessment is in addition to any other General Common Assessments made against such Lot Owners.
- (c) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

2.6 Pets. Livestock, poultry, illegal or large animals of any kind are prohibited within the Association as per Association and city zoning law. Domesticated animals or household pets which are not considered dangerous or do not have dangerous propensities may be kept in the residences by shall not be kept, bred or maintained for commercial purposes. The Board shall

have the right and power to prohibit or place any condition on any particular pet from being kept within the Properties should the Board feel in its discretion that the keeping of that pet violates the letter or intent of this Declaration.

- (a) Owners may keep a pet otherwise permitted so long as it is not a nuisance to the community. Actions which will constitute a nuisance include, but are not limited to, any annoying or unreasonable howling, crying, barking, scratching, screeching, running at large, attacking, chasing or worrying any person or animal, or any unsanitary or offensive practice.
- (b) Pet owners are strictly liable and fully responsible for all personal injuries and/or property damage caused by their pets. The Association is not liable for personal injuries and/or property damage caused by members' pets or animals. Pet owners are responsible for their pet's droppings within the Association and Common Areas.
- (c) All pets must be registered and inoculated as required by law.
- (d) All pets must be leashed when outside any dwelling. Pets running loose shall be turned over to an animal control agency.
- (e) All pet ownership must meet the requirements of the Springville City animal ordinance.

### ARTICLE III

#### PROPERTY COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL LOTS

3.1 Use of Lots. All building structures shall be submitted to and approved by the Architectural Control Committee before any construction begins (See Article VII). No Lot or Dwelling shall be used, occupied or altered in violation of law or these Covenants, Conditions and Restrictions, so as to create a nuisance or interfere with the rights of any Owner. Each

Dwelling shall house only one residing family in accordance with Springville City ordinance. A Dwelling shall not be used for commercial, retail or industrial purposes, except for reason of in-home business, office or hobby.

3.2 Building Location. Each Dwelling or building shall be located such that:

- (a) No building shall be located on any Lot nearer than 25 feet to the front property line, or nearer than 25 feet to any side street property line, except for Townhome Buildings. For Townhomes, no building shall be located nearer than 15 feet to the front property line, or nearer than 15 feet to any side street property line.
- (b) The minimum side yard for any Twin Home Dwelling is 10 feet. The total width of the two required side yards shall not be less than 22 feet. For Townhome buildings, the minimum side yard will not be less than 10 feet. Secondary structures may be located within 5 feet of a rear or side property line, but no secondary structures shall be closer than 5 feet of an adjoining Lot. Secondary structures must be attractive, maintained, and must have exterior colors and roofing similar to the primary structure.
- (c) Eaves, roof projection, roof overhang and steps shall not be considered as a part of a Dwelling when positioning building upon any Lot.

3.3 Signs. All permissible signs must meet the requirements of the Springville City sign ordinance. Except for signs displayed by any builder or developer during the development and sale of Lots and the construction of Dwellings thereon, no signs shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.
- (b) "For Sale" or "For Rent" signs for temporary and reasonable purposes.



- (c) Such signs as used in conjunction with the sale, completion and entrance to the Project.
- (d) Such signs as deemed necessary for warnings and caution as pertaining to the safety of the public.

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

3.5 Maintenance and Repair. No Dwelling, building, structure, landscaping, or fencing upon any Lot shall be permitted to fall into disrepair and at all times shall be kept in good condition. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, hence contributing to the beauty and value of the neighborhood. Under extreme circumstances;

- (a) In the event an owner of Twin Home dwelling shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the dwelling and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such dwelling is subject.

(b) Board of Directors shall cause that a written notice by certified mail be sent to any Lot Owner that they are not in compliance with the CC&R's. Lot Owners shall be given a reasonable time, usually 15 days, to comply before fines or action can be taken.

3.6 Maintenance and Restrictions of Exterior of Townhome Buildings. The exterior of the Townhome buildings shall be maintained by the Association. Lot Owners may make individualized alterations to landscaping or minor modifications to the appearance of the exterior of the structure, but these alterations or additions must be approved by the Association and must be complimentary to the surrounding properties and to the development as a whole. Attachments or fixtures of any kind to the exterior of the Townhome buildings are not allowed, except those provided for or allowed by the Association. Notwithstanding anything herein the contrary, the Association shall not be responsible to make repairs to damage to the exterior of a Townhome building if such damage was caused by the negligent conduct of the Owner, the Owner's family, agents, invitees, and/or tenants.

3.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Dwelling or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Dwellings or Lot.

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

receptacles along the same side of the street for collection. The collection side will be designated by Springville city.

3.9 Ground Water and Soil Erosion. If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to have runoff water draining away from, and not onto adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to minimize erosion and runoff. Any desired or necessary retaining walls are the responsibility of each Lot Owner and must meet the requirements of Springville city code.

3.10 Recreational and Other Vehicles. No large trucks and commercial vehicles belonging to Owners or other residents of a Dwelling shall be parked within or adjacent to the Lot except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats and motor homes, or recreational vehicles, may be stored on Twin Home Lots only, but must be kept unobtrusively on side or rear yards behind the front yard setback, and obscured from the front view.

3.11 Building Structures and Accessories. Every Living Dwelling exclusive of garages shall have a minimum finished area above the grade level of the Lot of One Thousand Two Hundred (1200) square feet for a single-level residence and one Thousand Four Hundred (1400) square feet for a two-story.

- (a) Building Height. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No living Dwelling shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures units sole and absolute discretion.
- (b) Garages. An attached garage of not less than 20 feet by 20 feet must be erected for each Living Dwelling and must be fully enclosed to accommodate a minimum of two (2) cars, but not more than (3) cars. Carports are not permitted.
- (c) Exterior Building Materials. Brick, stone, or stucco is required to cover at least 80% of the home exterior. Color combinations should blend well as to enhance the overall look of the home. Extreme color combinations and designs are not permitted.
- (d) Roofs. Roofing materials will consist of 25-year architectural shingles or better. Roof pitch shall not be less than 4/12 over the main portion of the structure.
- (e) Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Living Dwelling, and shall be integral to the architecture of the Living Dwelling.
- (1) Mailboxes. Mailboxes will be located in centralized locations in accordance with the U.S. Postmaster requirements.
- (2) Solar Equipment. If solar panes are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.

- (3) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.
- (4) Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the street, shall be of brick, stone, wrought iron or light colored vinyl, or of combinations of such materials. Wooden or chain link fences are not permitted. For Twinhomes, fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to satisfy the city ordinance for fences. For Townhomes, no fences allowed in front or side yards, and all back yard fences shall not extend past the front of garage and shall not exceed six (6) feet in height. All fences need to satisfy the city ordinances and HOA requirements for fences.
- (5) Antennas. All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed provided they are screened from view when ever possible.
- (6) Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impacting adjacent Lots or Living Dwellings with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring Living Dwellings. No unsightly structures shall be constructed or permitted.
- (f) Mechanical Equipment. Air conditioning units and swamp coolers are not permitted on roof or through windows.

**(g) Landscaping Guidelines and Requirements for Twin Home Lots. Front yard**

landscaping must be in place upon occupancy of the Dwelling. For each Dwelling, landscaping of entire yard, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase or the Owner shall be required to provide landscaping for said Lot within twelve (12) months of purchase.

.... (1) It is encouraged that landscaping include wooded cluster of trees and shrubs.

A minimum of four (4) trees per lot is required with at least half being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

(2) If the tree dies or needs removal, a like tree of at least a 2" caliper (diameter) will be planted.

(3) Each Lot must have a functional automated watering system.

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

**(h) Landscaping Guidelines and Requirements of Townhomes Lots. Front and side yard**

landscaping for Townhome Lots shall be maintained by the Association. Lot owners may make reasonable alteration or enhancements to their landscaping, but these

changes must be approved by the Association. The Association shall have the right to enter upon each Townhome Lot to maintain landscaping within the front and side yards including any necessary repairs to watering systems. Landscaping maintenance shall occur within reasonable daylight hours. Lot Owners shall not damage any landscaping, including trees, plants, shrubs, grass, or other landscaping maintained by the association. Backyard landscaping maintenance for Townhome Lots shall be the responsibility of Lot Owners for their own lot. Lot Owners shall keep all landscaped areas including front, side, and back yards and concrete areas, including driveways, free of debris or miscellaneous items, including but not limited to toys, tires, batteries, furniture, boxes, etc. all areas outside of living dwelling shall be kept clean and neat.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

4.1 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.

4.2 The Association shall have two classes of voting membership

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot owned. When more than one person holds an interest I any Lot all such persons shall be members. The vote for such Lot shall be exercised, but in no event shall more than one vote be cast with respect to any Lot. If any members are unable to agree how their vote shall be cast, no vote shall be cast for that 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 when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, 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) 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.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Project, and will be used for, but not limited to, the improvement and maintenance of the Common Area and amenities, landscaping of Townhome Lots, exterior of Townhome buildings, insurance, and taxes. In the extreme cases, when a Lot or Dwelling jeopardizes the value of the Properties in the development, the Association may cause the Lot and/or exterior of a twin Home Dwelling to



be maintained. This assessment is neither an admission fee nor a user fee nor a charge within the dictates of UCA 57-14-6.

5.3 Assessment Structure. The assessment and allocation of costs within the Association shall be as follows:

- (a) **General Common Area and Amenities Assessments:** This includes common expenses and equal assessments for all property of the Association which benefit all Property residents without prejudice such as, but not limited to, Open spaces, Entrance signs, Play Areas, and Neighborhood Park.
- (b) **Twin home and Townhome Lot Assessments:** This includes common expenses and equal assessments for any areas and property of the Association which benefit all Twin home and Townhome Lot residents without prejudice.

5.4 Maximum Annual Assessments.

Total Twin Home Lot Assessment: To be determined by HOA.

Total Townhome Lot Assessment: To be determined by HOA.

- (a) Townhome Lot Assessment shall include an amount that will be applied to landscape maintenance, snow removal, exterior building maintenance, as well as other necessary fees exclusive to Townhome Lots. This amount will be charged equally to each Townhome Lot Owner and will include the General Common Area Assessment.
- (b) Twin Home Lot Assessment shall include front yard landscape maintenance. No Lot Assessment is to be collected for snow removal and/or exterior maintenance.
- (c) 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 5% above the maximum assessment for the previous year without a

vote of the membership. The maximum annual assessment may be increased above 5% by a simple majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5.5 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 capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of (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.

5.6 Notice and Quorum for Any Action Authorized Under Sections 3&4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class membership shall constitute a quorum. If a quorum is not present at the first such meeting, the meeting shall be adjourned and a second meeting may be held not more than 60 days following the first meeting. The members present at the second meeting entitled to vote in person or by proxy, shall constitute a quorum.

5.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed

at a uniform rate for all Lots in their particular category (either Twin Home or Townhome). These assessments may be collected on a monthly basis or annual basis as deemed necessary by the Board of Directors.

5.8 Date of Commencement of annual Assessments: Due Dates. The annual assessments provided for herein shall commence to each lot on the first day of the month following the conveyance of deed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the 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 to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

- (a) Declarant reserves the right to delay, or postpone the date of commencement of annual assessments for all Owners until such time that there is substantial completion of Common Area. If Declarant chooses to delay or postpone assessment commencement due dates, Declarant shall give written notice to all Owners within 30 days prior to the new annual assessment commencement.

5.9 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 12 percent per annum. The Association may bring an action at law 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.

5.10 Subordination of the Lien to Mortgages. The lien of the assessment 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. No sale or transfer shall relieve such Lot from Liability for any assessments.

## ARTICLE VI

### COVENANT VIOLATION ASSESSMENT

6.1 Violation Assessment. Procedures and specifications used by the Association for fines and assessments levied upon individuals in violation of Association Covenants, Conditions and Restrictions shall be established by the Board of Directors. Such fines shall not exceed \$100.00 per occurrence.

## ARTICLE VII

### ARCHITECTURAL CONTROL

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, 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 Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) 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.

## ARTICLE VIII

## GENERAL PROVISIONS

8.1 Enforcement. The Association, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Any Owners complaints of rule infractions must be made in writing to the Association Board of Directors. Any consent or approval given under these rules shall be irrevocable at any time. 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.

8.1.1 Appeals. Members shall have the right to appeal decisions of the Board of Directors to the Appeals Committee. A fee of \$25.00 must be paid by the member to the Association for each appeal.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

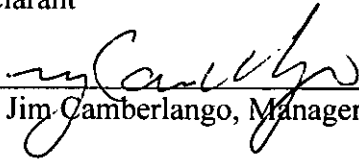
8.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

8.4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of a majority vote of the Directors.

(a) Declarant reserves the right to annex additional land into the Association without the consent of the Directors within 5 years of the date of this instrument.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and the amendment of the Declaration of Covenants, Conditions and Restrictions.

Declarant

  
By: Jim Camberlango, Manager

On the 31 day of May, 2007, personally appeared before me, M. J. Camberlango, Camberlango Development Group, LLC, who duly acknowledge to me that he executed the above document on behalf of said company.

  
Notary Public

