

Douglas Baird
1049 Eden Prairie Way
Midway, UT 84049

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

THIS FIRST AMENDMENT OF DECLARATION, made on the date hereinafter set forth by RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., a Utah non-profit corporation, hereafter referred to as "Association" and River Bluffs Development LLC, a Utah limited liability corporation and its successors or assigns, and Kyle Baird and Blaik Baird individually hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant and Association are the owners of certain property in the County of Summit, State of Utah, which is more particularly described as: See Exhibit "A" for description of property.

NOW THEREFORE, Declarant and Association 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" shall mean and refer to RIVER BLUFFS HOMEOWNERS ASSOCIATION, INC 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 including but not limited to Plat A and Plat B or future plats of River Bluffs Subdivision.

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 is described as: See Exhibit "A" Attached.

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. "Declarant" shall mean and refer to River Bluffs Development LLC and its successors and assigns, and individually Kyle Baird and Blaik Baird.

Section 7. "Building Area" shall mean and refer to the only portion of the lot on which a home may be constructed.

ENTRY NO. 00948051

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ALAN SPRIGGS SUMMIT COUNTY RECORDER

FEE \$1.00 BY RIVER BLUFFS HOMEOWNERS ASSOCIATION INC



Section 8. "Development" shall mean and refer to the River Bluffs Subdivision Phase A or any future phase within the subdivision.

Section 9. "Member" shall mean and refer to an Owner as defined above. Members may be either Class A members, Class B members or Class C members. Member Classes definitions and voting rights for each class of member are defined in Article VII below.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the trail and Common area 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 Area;
- (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 Area 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 voting 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 Area 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.

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 have the right to 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 two phases with a total of fifty-five (55) .4 to .6 acre lots 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. See Exhibit "A" for detailed site plan.

Section 3. Staged Development. The proposed development will be completed in a minimum of two phases. Lot numbers for lots in future phases will be assigned at the time of platting.

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 individually through the means designated by Summit County or Francis City. 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. Additionally fire protection is provided by the County Fire Department.

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 of Homes and Buildings.

- (a) On lot numbers 1-13, and 18-26 on the plat of Phase A, and all lots larger than 11,000 square feet on the plat of Phase B or future phases, all homes shall be single family dwellings and must be a minimum of 2,000 square feet of living space for two story homes, and 1,800 square feet for rambler style homes (exclusive of basements, porches, patios, and garages). All barns and outbuildings must be designed to be compatible to the development.

- (b) On lot numbers 14-17 on the plat of Phase A and any lot less than or equal to 11,000 square feet on the plat of Phase B or future phases, all homes shall be single family dwellings and must be a minimum of 800 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 lots.
- (c) The above minimum sizes may be modified by the Architectural Review Committee on an individual lot basis.
- (d) All building plans, elevations, and materials are subject to review and approval of the Architectural Review Committee 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 Review 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. They are required to have a minimum rear setback of 50 feet as designated on the plat of Phase B or future phases. This setback requirement for bluff view lots applies to both the primary residence as well as to any other buildings on the property.

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 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 Declarant and/or Architectural Committee is not permitted. Fencing materials shall be out of wood and shall be either split rail or pole in construction unless specifically approved by the Architectural Review Committee. Lot Owners of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 include a 10' ditch easement with Washington Irrigation on the north boundary of their lots. Washington Irrigation reserves the right, from time to time, to clean the ditch. Lot Owners will need to install fences with 10' gates 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.

Section 12. Snow Removal. It shall be the duty of every property owner (excepting the Declarant) 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 either inches (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 Area 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 Review Committee as to the number and types of animals they wish to keep. All dogs shall be restricted to the Owner's lot with invisible or fenceless barriers and the Owner is required to keep his dog(s) on a leash while in the Common Area. 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 Declarant 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 are 1-4, 6, 7 in the plat of Phase A and any so designated on the plat for Phase B or future phases .

The construction of shelter facilities for all animals, including stomp lots required for horses, must be approved by the Architectural Review 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 at least in the May-June and September-October period.

Watering facilities for animals shall be located within the area of the stomp lot and approved by the Architectural Review 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 may 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 (see Exhibit B). In particular, the Owners of Lots 7, 20, and 22 in the plat of Phase A, and any lots in the plat of Phase B or future phases that incorporate the Chevron Pipeline Easement 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, and 22, 25 in the plat of Phase A plus any lots on the plat of Phase B or future phases that incorporate the Chevron Pipeline Easement need 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** as attached (see Exhibit C). 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 Easement. Lot Owners of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 include a 10' ditch easement with Washington Irrigation on the north boundary of their lots. Washington Irrigation 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 three classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, of lot numbers 1-13, 18-26 in the plat of Phase A and any Lot larger than 11,000 square feet on the plat of Phase B or future phases shall be entitled to one vote for each Lot owned. 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. Class B members shall be all Owners, with the exception of the Declarant, of lot numbers 14-17 on the plat of Phase A and any other lots on the plat of Phase B or future phases that are equal to or less than 11,000 square feet in size shall be entitled to one half (1/2) vote for each Lot owned. 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 half (1/2) vote be cast with respect to any Lot.

Class C. Class C member(s) shall be the Declarant and shall be entitled to ten (10) votes for each lot owned. The Class C 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 C membership or
- (b) on December 31, 2022 or
- (c) The date the Declarant shall relinquish or surrender to the Association, in writing, its Class C Memberships (which shall not mean that the Declarant shall have to relinquish or surrender the Lot to which such Class C Memberships are appurtenant).

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual calendar year assessment and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection, and reasonable attorney's fees. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

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, trails, Common Area (trail corridor, fencing, irrigation lines, road snow removal, and weed control,) and snow removal on the public roads within the Development.

Section 3. **Maximum Calendar Year Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual calendar year assessment for Class A members shall not exceed \$400.00 per Lot and for Class B and C members shall not exceed \$200.00 per lot or 50% of the Class A members. This does not include a special Horse Lot assessment for Horse Lots (lots 1-4, 6, 7 on the plat of Phase A and any lots so designated on the plat of Phase B) 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 calendar year assessment may not be increased each year by

more than 8% above the maximum assessment for the previous calendar 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 calendar year 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 calendar year 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 Area, 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 the total vote 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 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than fifteen (15) 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 calendar year and special assessments shall be fixed at a uniform rate for all Lots within each class of membership except for lots 1-4, 6, 7 on the plat of Phase A and any lots so designated as Horse Lots on the plat of Phase B or future phases 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 Calendar Year 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 calendar year assessment against each Lot at least thirty (30) days in advance of

each annual calendar year assessment period. Written notice of the annual calendar year 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 REVIEW

Section 1. General Guidelines. The architectural style of River Bluffs Subdivision is defined in the 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 Board of Trustees of the Association, or by an Architectural Review Committee composed of up to 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 forty-five (45) days after said plans and specifications in a complete form have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Design Guidelines. To provide consistency, the Board of Trustees may establish Design Guidelines. The Design Guidelines may be amended from time to time by the Board of Trustees. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Design Guidelines in effect on the date the Lot Owner submits his plans to the Board of Trustees or its appointed Design Review Committee. Reference must be made to the current 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 or no later than May 31 if occupancy is received between September and March. Homes that are not landscaped may be subject to a \$2,000 penalty that would be used to complete minimum landscaping. The Architectural Review

Committee will determine what constitutes acceptable landscaping. 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, has hereunto set its hand and seal this 27th day of June 2012.

River Bluffs Home Owners Association, Inc

By [Signature]
Douglas Dance, President

Declarants:

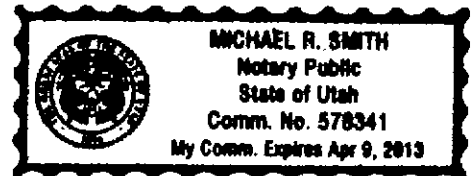
River Bluffs Development, LLC

By [Signature]
Douglas Dance, Manager

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

I hereby certify that on the 27th day of June, 2012, personally appeared before me DOUGLAS DANCE, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as an President of River Bluffs Home Owners Association, Inc and Manager of River Bluffs Development LLC .

[Signature]
NOTARY PUBLIC



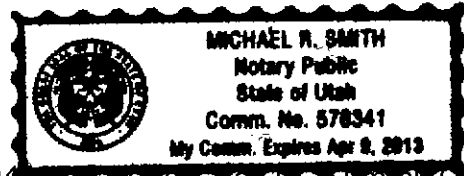
Individually,

[Signature]
Kyle Baird

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

I hereby certify that on the 27th day of June, 2012, personally appeared before me Kyle Baird, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument.

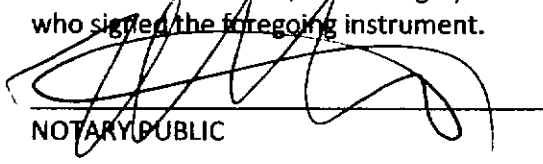
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NOTARY PUBLIC

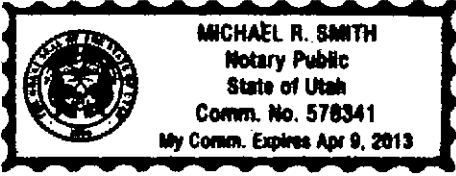



Blaik Baird

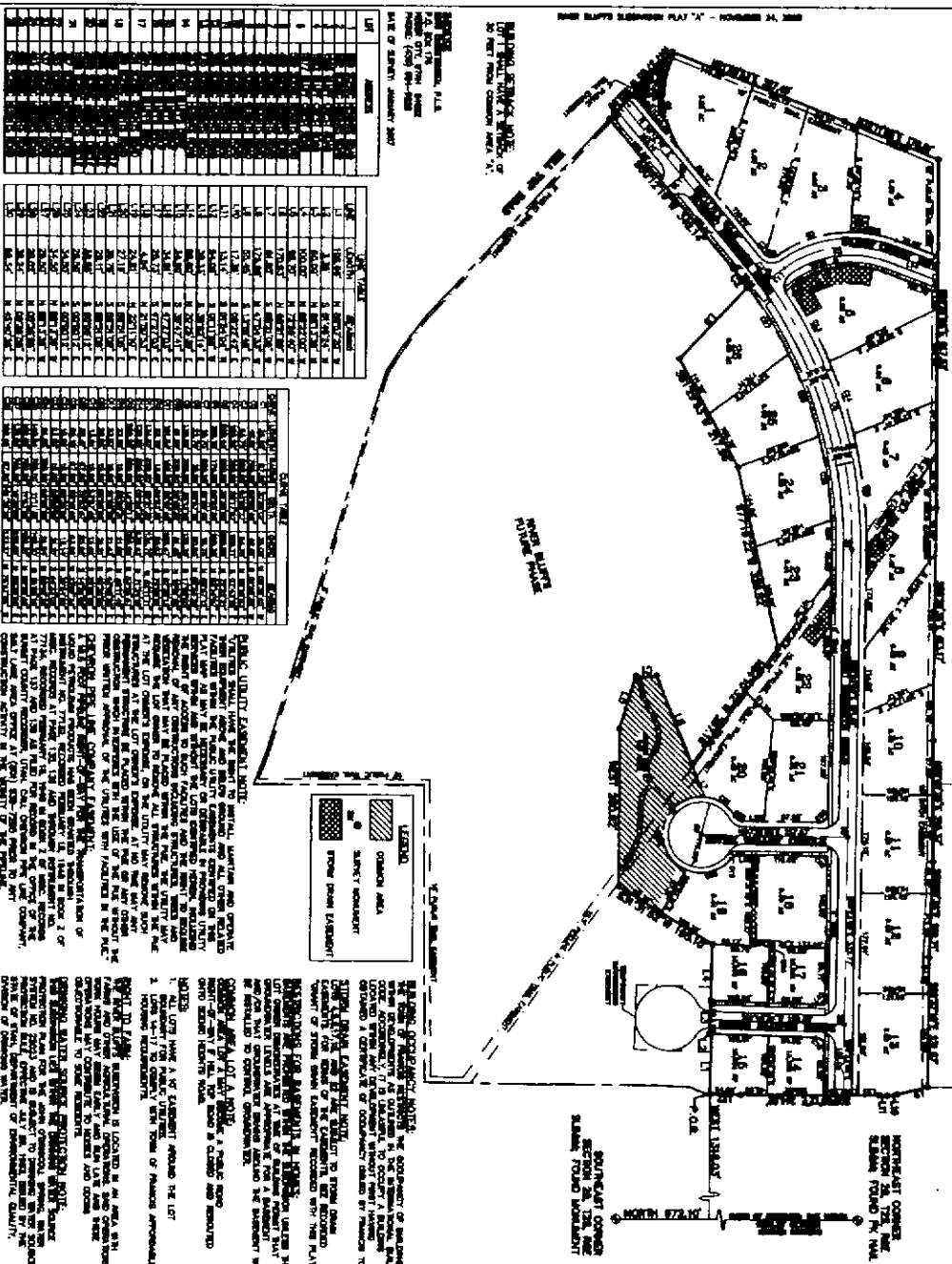
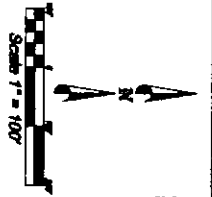
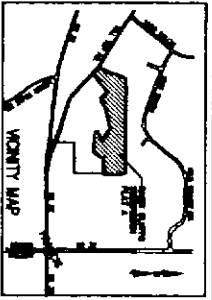
STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I hereby certify that on the 27th day of June, 2012, personally appeared before me Blaik Baird, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument.


NOTARY PUBLIC



RIVER BLUFFS SUBDIVISION PLAT "A"



LOT	ACRES	OWNER	STATUS
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
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24	0.10
25	0.10

GENERAL NOTES:

- 1. THE TOWN OF FRANKS APPROVES THE SUBDIVISION OF THIS TRACT OF LAND INTO THE LOTS AND STREETS SHOWN ON THIS PLAT.
- 2. THE TOWN OF FRANKS HEREBY GRANTS TO THE SEVERAL OWNERS OF THE LOTS SHOWN ON THIS PLAT THE RIGHT TO CONVEY TO ANY OTHER PERSON OR ENTITY THE ENTIRE OR PART OF ANY LOT SHOWN ON THIS PLAT.
- 3. THE TOWN OF FRANKS HEREBY GRANTS TO THE SEVERAL OWNERS OF THE LOTS SHOWN ON THIS PLAT THE RIGHT TO CONVEY TO ANY OTHER PERSON OR ENTITY THE ENTIRE OR PART OF ANY LOT SHOWN ON THIS PLAT.

LEGAL DESCRIPTION:

SECTION 10, T12N, R10E, S4M, MT. ROSS TOWNSHIP, BUTTE COUNTY, MONTANA

... (Detailed description of the land area) ...

APPROVED:

- Francis Town Mayor: [Signature]
- Town Engineer: [Signature]
- South Summit School District: [Signature]
- South Summit Fire District: [Signature]
- Planning Commission Chair: [Signature]

OWNER'S DECLARATION:

I, the undersigned, do hereby certify that the information furnished on this plat is true and correct to the best of my knowledge and belief, and that I am the owner of the land shown on this plat.

ACKNOWLEDGMENT:

STATE OF MONTANA, County of Butte, ss. I, the undersigned, do hereby certify that the information furnished on this plat is true and correct to the best of my knowledge and belief, and that I am the owner of the land shown on this plat.

BOUNDARY DESCRIPTION:

... (Detailed description of the boundary lines) ...

ENTRY NO. 99861653

DATE: 12-18-24

Exhibit A

Page 2

Property Description

BEGINNING AT A POINT WHICH IS NORTH 972.10 FEET AND WEST 1318.03 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

AND RUNNING THENCE NORTH 88°57'20" WEST 108.66 FEET; THENCE SOUTH 01°48'24" WEST 3.35 FEET; THENCE NORTH 88°13'38" WEST 80.00 FEET; THENCE NORTH 88°22'00" WEST 100.00 FEET; THENCE SOUTH 31°31'52" WEST 195.10 FEET; THENCE SOUTH 90°00'00" WEST 280.62 FEET; THENCE NORTH 72°59'40" WEST 98.70 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE WESTERLY WITH A RADIUS OF 67.50 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 75°08'09" WEST; THENCE NORTHERLY 36.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°58'07" (CHORD BEARS NORTH 00°35'42" WEST 36.06 FEET); THENCE NORTH 68°21'09" EAST 170.93 FEET; THENCE NORTH 54°10'32" WEST 257.18 FEET; THENCE SOUTH 77°19'22" WEST 328.52 FEET; THENCE SOUTH 61°28'53" WEST 217.98 FEET; THENCE NORTH 47°07'33" WEST 175.99 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 785.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 38°39'01" EAST; THENCE SOUTHWESTERLY 42.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°08'40" (CHORD BEARS SOUTH 51°48'39" WEST 42.01 FEET); THENCE SOUTH 50°12'19" WEST 342.14 FEET; THENCE NORTH 47°27'03" WEST 182.99 FEET; THENCE NORTH 21°50'53" EAST 327.49 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 22°11'05" EAST 179.81 FEET ALONG AN EXISTING FENCE LINE; THENCE ALONG THE SOUTHERLY LINE OF THE WILD WILLOW SUBDIVISION THE FOLLOWING FIVE COURSES: (1) THENCE SOUTH 89°51'08" EAST 617.53 FEET; (2) THENCE SOUTH 89°29'36" EAST 413.17 FEET; (3) THENCE NORTH 89°49'28" EAST 215.37 FEET; (4) THENCE SOUTH 88°00'38" EAST 169.71 FEET; (5) THENCE SOUTH 89°37'10" EAST 231.57 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING FIVE COURSES: (1) SOUTH 13°18'49" EAST 55.45 FEET; (2) THENCE SOUTH 08°22'42" EAST 17.36 FEET; (3) THENCE SOUTH 01°54'04" WEST 13.14 FEET; (4) THENCE SOUTH 00°00'12" EAST 244.52 FEET; (5) THENCE SOUTH 01°11'59" WEST 54.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.85 ACRES.

Parcels

Lot #	Parcel #	Address
1	RIVBLF-A-1	588 Scenic Heights Rd
2	RIVBLF-A-2	552 Scenic Heights Rd
3	RIVBLF-A-3	1986 Bluff Crest Rd
4	RIVBLF-A-4	1962 Bluff Crest Rd
5	RIVBLF-A-5	1977 Bluff Crest Rd/1520 Scenic Heights
7	RIVBLF-A-7	460 Scenic Heights Rd
8	RIVBLF-A-8	422 Scenic Heights Rd
9	RIVBLF-A-9	392 Scenic Heights Rd
10	RIVBLF-A-10	366 Scenic Heights Rd
11	RIVBLF-A-11	338 Scenic Heights Rd
12	RIVBLF-A-12	306 Scenic Heights Rd
13	RIVBLF-A-13	270 Scenic Heights Rd
18	RIVBLF-A-18	319 Scenic Heights Rd/1989 Scenic Hgts
19	RIVBLF-A-19	2015 Scenic Heights Cir
20	RIVBLF-A-20	2010 Scenic Heights Cir
21	RIVBLF-A-21	1988 Scenic Hgts Cir/ 357 Scenic Hgts
22	RIVBLF-A-22	393 Scenic Heights Rd
23	RIVBLF-A-23	437 Scenic Heights Rd
24	RIVBLF-A-24	463 Heights Rd
25	RIVBLF-A-25	495 Scenic Heights Rd
26	RIVBLF-A-26	525 Scenic Heights Rd