

**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**

ENTRY NO. 00861654

12/26/2008 04:41:26 PM B: 1961 P: 0629

Declaration PAGE 1/20

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 Arcas 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.

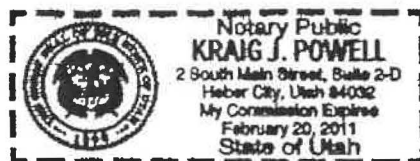
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be 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 19th day of December, 2008.

[Signature], 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.



[Signature]
NOTARY PUBLIC

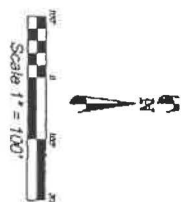
Residing at: _____



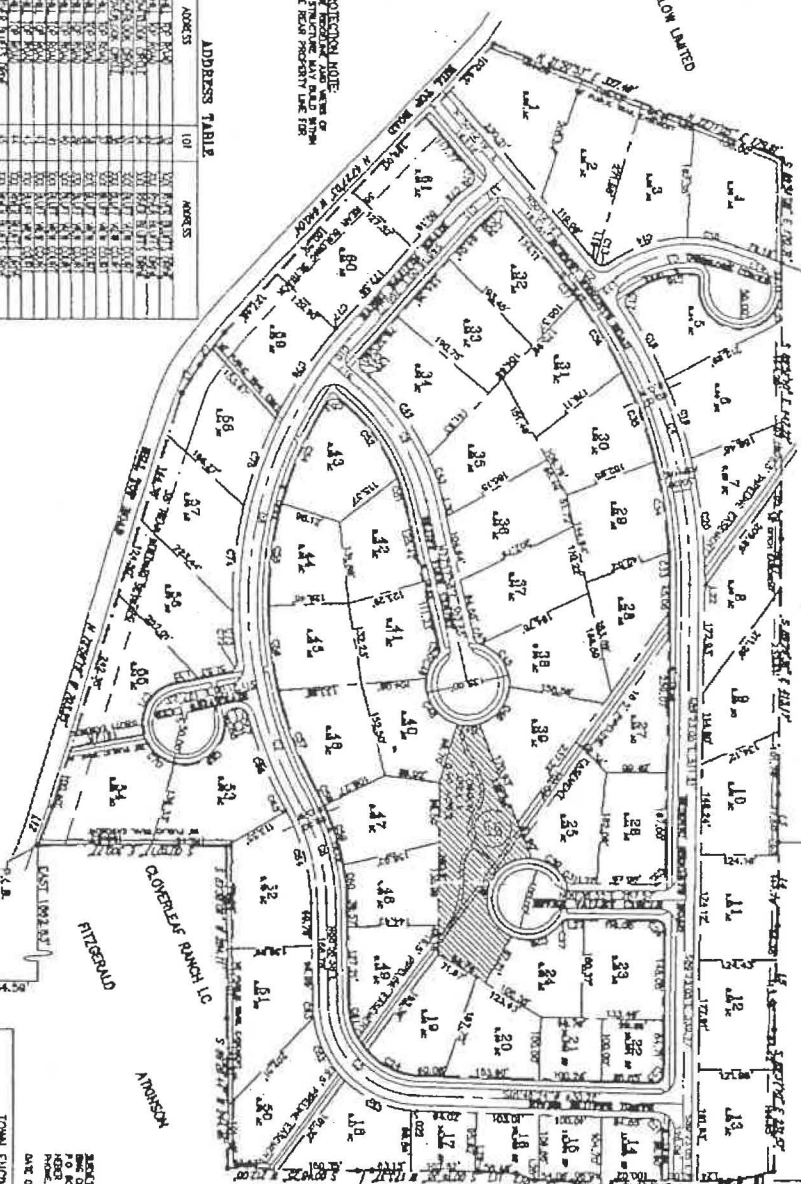
MONITY MAE

FIELD YELLOW SUPERVISION

WILD WILLOW SUBDIVISION



WILD HOLLOW LIMITED



FEDERAL PROTECTION NOTE:
TO PROTECT THE FEDERAL ASSET VALUES OF
THE BUILT AND STRUCTURE MAY BUILD WITHIN
20 FEET OF THE REAR PROPERTY LINE FOR
LOTS 64-41.

[illegible]

DATE	
UTIM POWER	
DATE	
BUCKLEUP PRESSION COMPLANT	
DATE	
ALL TEST COMPLETATIONS	
DATE	
QUESTING OAS	

RENTED EARTH SUBDIVISION IS LOCATED IN AN AREA WITH FISHING AND OTHER RECREATIONAL OPPORTUNITIES. RENTED EARTH WORK HOURS MAY BE VARY AND RUN LATE AND THESE OPERATIONS MAY CONTRIBUTE TO NOISES AND ODORS UNDESIRABLE TO SOME RESIDENTS.

Unit	PC-AMC	PC-AMC
E1	24.54	112.12, 117.7
E2	69.21	151.20, 153.8
E3	77.45	162.4, 164.8
E4	127.77	176.4, 182.1
E5	138.71	183.03, 187.6
E6	135.46	181.3, 184.7
E7	12.56	50.03, 52.4
E8	13.14	50.21, 54.1
E9	98.85	301.11, 309.8
L10	32.67	112.52, 115.8
L11	36.44	120.13, 124.8
L12	47.11	145.14, 151.8

FRANKS JOHN MAYNARD

CONTINUED, 7TH AVE.

THE TOWN OF FRAMINGHAM, MASSACHUSETTS, HAS
SURRENDERED AND HEAVY ACCENTS THE
LOCATION OF ALL STREETS, BOUNDARIES
AND OTHER PARCELS OF LAND INTERESTED
FOR PUBLIC PURPOSES FOR THE
FUTURE USE OF THE PEOPLE. THIS
DAY OF _____, 20____, SUBJECT TO THE
FOLLOWING CONDITIONS:

THOMAS EDWIN MAYOR

SURVEYOR'S CERTIFICATE

Pag

[illegible]

1. ALL LOTS HAVE A 10' EASEMENT AROUND THE LOT BOUNDARY FOR PUBLIC UTILITY.
2. LOTS 14-17 AND 20-21 TO COMPLY WITH TOWN OF PLACES AFFORDABLE HOUSING REQUIREMENTS.

SOUTH SUMMIT FIRE DISTRICT

THE NATIONAL
OWNER'S EDUCATION

KNOW ALL MEN BY THESE PRESENTS THAT
WASATCH MOUNTAIN DEVELOPMENT, OWNERS
THE PROPERTY DESCRIBED HEREON, HAVE
CAUSED THE SAME TO BE SUBDIVIDED IN
LOTS AND STREETS TO BE HEREAFTER KNOWN
AS ROCK BLUES SPRINGS AND TO BE
DEDICATE FOR THE PERPETUAL USE OF THE
GENERAL PUBLIC ALL STREETS AND

ROADS-OR-WAY SHOWN ON THIS PLAN
INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO
OUR HANDS THIS _____ DAY OF _____

INSTRUKSI KUALIFIKASI DAN KAPRODI-KUALIFIKASI

STATE OF UTAH }
COUNTY OF _____ } ss.
ON the _____ DAY OF _____, 20____, the
personally appeared before me, _____, the
undersigned Notary Public, in and for the
County of _____ in the State of UTAH,
the person(s) for the above recited act(s),
concurrent (or concurrent), duly
qualified, and lawfully authorized, and
good in their right, _____,
the undersigned, their authorized representative,
and witnesses, have acknowledged to me
the foregoing act(s) and the contents
hereof.

NOTARY PUBLIC

COUNTY _____
STATE OF UTAH

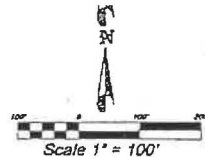
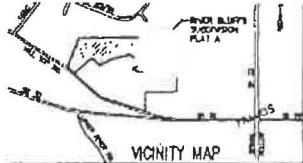
WITNESS MY HAND AND SEAL OF OFFICE
THIS _____ DAY OF _____, 20____.

Notary Public
My Commission Expires _____

PUBLISHED ONLINE BY
WILEY-BLANKETTING

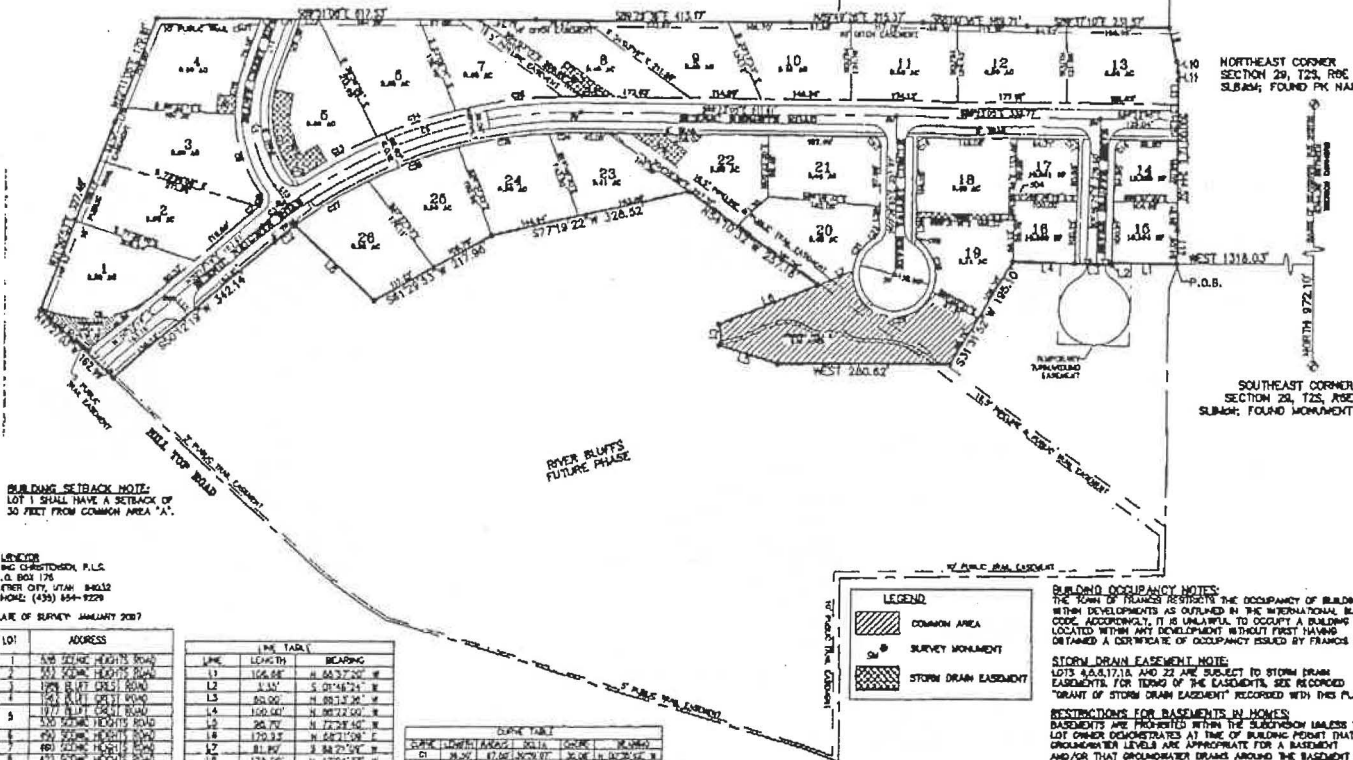
DATE _____ SUPERVISOR _____
PLANNING COMMISSION CHAIR _____
APPROVED THIS _____ DAY OF _____ 20____ BY _____
FRANCIS JOHN PLANNING OVER

903496



WILD WILLOW SUBDIVISION

WILD WILLOW SUBDIVISION



LENDER
BNC CHRISTENSEN, P.L.C.
C/O 1001 17th
SALT LAKE CITY, UTAH 84103
PHONE: (435) 554-9229
DATE OF SURVEY: JANUARY 2007

LOT	ADDRESS
1	500 S. 2000 N. HEIGHTS ROAD
2	250 S. 2000 N. HEIGHTS ROAD
3	100 S. 2000 N. HEIGHTS ROAD
4	100 S. 2000 N. HEIGHTS ROAD
5	100 S. 2000 N. HEIGHTS ROAD
6	100 S. 2000 N. HEIGHTS ROAD
7	100 S. 2000 N. HEIGHTS ROAD
8	100 S. 2000 N. HEIGHTS ROAD
9	100 S. 2000 N. HEIGHTS ROAD
10	100 S. 2000 N. HEIGHTS ROAD
11	100 S. 2000 N. HEIGHTS ROAD
12	100 S. 2000 N. HEIGHTS ROAD
13	100 S. 2000 N. HEIGHTS ROAD
14	100 S. 2000 N. HEIGHTS ROAD
15	100 S. 2000 N. HEIGHTS ROAD
16	100 S. 2000 N. HEIGHTS ROAD
17	100 S. 2000 N. HEIGHTS ROAD
18	100 S. 2000 N. HEIGHTS ROAD
19	100 S. 2000 N. HEIGHTS ROAD
20	100 S. 2000 N. HEIGHTS ROAD
21	100 S. 2000 N. HEIGHTS ROAD
22	100 S. 2000 N. HEIGHTS ROAD
23	100 S. 2000 N. HEIGHTS ROAD
24	100 S. 2000 N. HEIGHTS ROAD
25	100 S. 2000 N. HEIGHTS ROAD
26	100 S. 2000 N. HEIGHTS ROAD

LINE	LENGTH	BEARING
1	156.88	N. 86.57° 20' E.
2	1.32	S. 02° 14' 21" E.
3	85.00	N. 89.53° 36' E.
4	160.00	N. 89.53° 36' E.
5	25.70	N. 77.28° 42' E.
6	179.32	N. 88.12° 08' E.
7	81.89	S. 88.22° 58' E.
8	173.28	N. 87.04° 57' E.
9	55.45	S. 17.18° 48' E.
10	17.34	S. 08.12° 42' E.
11	13.14	S. 02.54° 05' E.
12	14.00	N. 89.53° 36' E.
13	25.70	N. 77.28° 42' E.
14	179.32	N. 88.12° 08' E.
15	81.89	S. 88.22° 58' E.
16	173.28	N. 87.04° 57' E.
17	55.45	S. 17.18° 48' E.
18	17.34	S. 08.12° 42' E.
19	13.14	S. 02.54° 05' E.
20	14.00	N. 89.53° 36' E.
21	25.70	N. 77.28° 42' E.
22	179.32	N. 88.12° 08' E.
23	81.89	S. 88.22° 58' E.
24	173.28	N. 87.04° 57' E.
25	55.45	S. 17.18° 48' E.
26	17.34	S. 08.12° 42' E.
27	13.14	S. 02.54° 05' E.
28	14.00	N. 89.53° 36' E.
29	25.70	N. 77.28° 42' E.
30	179.32	N. 88.12° 08' E.
31	81.89	S. 88.22° 58' E.
32	173.28	N. 87.04° 57' E.
33	55.45	S. 17.18° 48' E.
34	17.34	S. 08.12° 42' E.
35	13.14	S. 02.54° 05' E.
36	14.00	N. 89.53° 36' E.
37	25.70	N. 77.28° 42' E.
38	179.32	N. 88.12° 08' E.
39	81.89	S. 88.22° 58' E.
40	173.28	N. 87.04° 57' E.
41	55.45	S. 17.18° 48' E.
42	17.34	S. 08.12° 42' E.
43	13.14	S. 02.54° 05' E.
44	14.00	N. 89.53° 36' E.
45	25.70	N. 77.28° 42' E.
46	179.32	N. 88.12° 08' E.
47	81.89	S. 88.22° 58' E.
48	173.28	N. 87.04° 57' E.
49	55.45	S. 17.18° 48' E.
50	17.34	S. 08.12° 42' E.
51	13.14	S. 02.54° 05' E.
52	14.00	N. 89.53° 36' E.
53	25.70	N. 77.28° 42' E.
54	179.32	N. 88.12° 08' E.
55	81.89	S. 88.22° 58' E.
56	173.28	N. 87.04° 57' E.
57	55.45	S. 17.18° 48' E.
58	17.34	S. 08.12° 42' E.
59	13.14	S. 02.54° 05' E.
60	14.00	N. 89.53° 36' E.
61	25.70	N. 77.28° 42' E.
62	179.32	N. 88.12° 08' E.
63	81.89	S. 88.22° 58' E.
64	173.28	N. 87.04° 57' E.
65	55.45	S. 17.18° 48' E.
66	17.34	S. 08.12° 42' E.
67	13.14	S. 02.54° 05' E.
68	14.00	N. 89.53° 36' E.
69	25.70	N. 77.28° 42' E.
70	179.32	N. 88.12° 08' E.
71	81.89	S. 88.22° 58' E.
72	173.28	N. 87.04° 57' E.
73	55.45	S. 17.18° 48' E.
74	17.34	S. 08.12° 42' E.
75	13.14	S. 02.54° 05' E.
76	14.00	N. 89.53° 36' E.
77	25.70	N. 77.28° 42' E.
78	179.32	N. 88.12° 08' E.
79	81.89	S. 88.22° 58' E.
80	173.28	N. 87.04° 57' E.
81	55.45	S. 17.18° 48' E.
82	17.34	S. 08.12° 42' E.
83	13.14	S. 02.54° 05' E.
84	14.00	N. 89.53° 36' E.
85	25.70	N. 77.28° 42' E.
86	179.32	N. 88.12° 08' E.
87	81.89	S. 88.22° 58' E.
88	173.28	N. 87.04° 57' E.
89	55.45	S. 17.18° 48' E.
90	17.34	S. 08.12° 42' E.
91	13.14	S. 02.54° 05' E.
92	14.00	N. 89.53° 36' E.
93	25.70	N. 77.28° 42' E.
94	179.32	N. 88.12° 08' E.
95	81.89	S. 88.22° 58' E.
96	173.28	N. 87.04° 57' E.
97	55.45	S. 17.18° 48' E.
98	17.34	S. 08.12° 42' E.
99	13.14	S. 02.54° 05' E.
100	14.00	N. 89.53° 36' E.

LINE	LENGTH	BEARING
1	156.88	N. 86.57° 20' E.
2	1.32	S. 02° 14' 21" E.
3	85.00	N. 89.53° 36' E.
4	160.00	N. 89.53° 36' E.
5	25.70	N. 77.28° 42' E.
6	179.32	N. 88.12° 08' E.
7	81.89	S. 88.22° 58' E.
8	173.28	N. 87.04° 57' E.
9	55.45	S. 17.18° 48' E.
10	17.34	S. 08.12° 42' E.
11	13.14	S. 02.54° 05' E.
12	14.00	N. 89.53° 36' E.
13	25.70	N. 77.28° 42' E.
14	179.32	N. 88.12° 08' E.
15	81.89	S. 88.22° 58' E.
16	173.28	N. 87.04° 57' E.
17	55.45	S. 17.18° 48' E.
18	17.34	S. 08.12° 42' E.
19	13.14	S. 02.54° 05' E.
20	14.00	N. 89.53° 36' E.
21	25.70	N. 77.28° 42' E.
22	179.32	N. 88.12° 08' E.
23	81.89	S. 88.22° 58' E.
24	173.28	N. 87.04° 57' E.
25	55.45	S. 17.18° 48' E.
26	17.34	S. 08.12° 42' E.
27	13.14	S. 02.54° 05' E.
28	14.00	N. 89.53° 36' E.
29	25.70	N. 77.28° 42' E.
30	179.32	N. 88.12° 08' E.
31	81.89	S. 88.22° 58' E.
32	173.28	N. 87.04° 57' E.
33	55.45	S. 17.18° 48' E.
34	17.34	S. 08.12° 42' E.
35	13.14	S. 02.54° 05' E.
36	14.00	N. 89.53° 36' E.
37	25.70	N. 77.28° 42' E.
38	179.32	N. 88.12° 08' E.
39	81.89	S. 88.22° 58' E.
40	173.28	N. 87.04° 57' E.
41	55.45	S. 17.18° 48' E.
42	17.34	S. 08.12° 42' E.
43	13.14	S. 02.54° 05' E.
44	14.00	N. 89.53° 36' E.
45	25.70	N. 77.28° 42' E.
46	179.32	N. 88.12° 08' E.
47	81.89	S. 88.22° 58' E.
48	173.28	N. 87.04° 57' E.
49	55.45	S. 17.18° 48' E.
50	17.34	S. 08.12° 42' E.
51	13.14	S. 02.54° 05' E.
52	14.00	N. 89.53° 36' E.
53	25.70	N. 77.28° 42' E.
54	179.32	N. 88.12° 08' E.
55	81.89	S. 88.22° 58' E.
56	173.28	N. 87.04° 57' E.
57	55.45	S. 17.18° 48' E.
58	17.34	S. 08.12° 42' E.
59	13.14	S. 02.54° 05' E.
60	14.00	N. 89.53° 36' E.
61	25.70	N. 77.28° 42' E.
62	179.32	N. 88.12° 08' E.
63	81.89	S. 88.22° 58' E.
64	173.28	N. 87.04° 57' E.
65	55.45	S. 17.18° 48' E.
66	17.34	S. 08.12° 42' E.
67	13.14	S. 02.54° 05' E.
68	14.00	N. 89.53° 36' E.
69	25.70	N. 77.28° 42' E.
70	179.32	N. 88.12° 08' E.
71	81.89	S. 88.22° 58' E.
72	173.28	N. 87.04° 57' E.
73	55.45	S. 17.18° 48' E.
74	17.34	S. 08.12° 42' E.
75	13.14	S. 02.54° 05' E.
76	14.00	N. 89.53° 36' E.
77	25.70	N. 77.28° 42' E.
78	179.32	N. 88.12° 08' E.
79	81.89	S. 88.22° 58' E.
80	173.28	N. 87.04° 57' E.
81	55.45	S. 17.18° 48' E.
82	17.34	S. 08.12° 42' E.
83	13.14	S. 02.54° 05' E.
84	14.00	N. 89.53° 36' E.
85	25.70	N. 77.28° 42' E.
86	179.32	N. 88.12° 08' E.
87	81.89	S. 88.22° 58' E.
88	173.28	N. 87.04° 57' E.
89	55.45	S. 17.18° 48' E.
90	17.34	S. 08.12° 42' E.
91	13.14	S. 02.54° 05' E.
92	14.00	N. 89.53° 36' E.
93	25.70	N. 77.28° 42' E.
94	179.32	N. 88.12° 08' E.
95	81.89	S. 88.22° 58' E.
96	173.28	N. 87.04° 57' E.
97	55.45	S. 17.18° 48' E.
98	17.34	S. 08.12° 42' E.
99	13.14	S. 02.54° 05' E.
100	14.00	N. 89.53° 36' E.

PUBLIC UTILITY EASEMENT NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REMOVE OR REPAIR ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REPAIR OR REMOVE ANY OBSTRUCTIONS WITHIN THE PUE AT THE LOT OWNER'S EXPENSE. THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURE BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

CHEVRON PIPE LINE COMPANY EASEMENT:
A 100 FOOT PIPELINE RIGHT-OF-WAY FOR THE TRANSPORTATION OF LIQUID PETROLEUM PRODUCTS HAS BEEN GRANTED THROUGH INSTRUMENT NO. 77132, RECORDED FEBRUARY 18, 1948 IN BOOK 2 OF MISC. RECORDS AT PAGE 133, 134 AND THROUGH INSTRUMENT NO. 77134, RECORDED FEBRUARY 18, 1948 IN BOOK 2 OF MISC. RECORDS AT PAGE 137 AND 138 AS FILED FOR RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. CALL CHEVRON PIPE LINE COMPANY, SALT LAKE AREA OFFICE AT (801) 536-7288 PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE VICINITY OF THE PIPELINE.

BUILDING OCCUPANCY NOTES:
THE TOWN OF FRANCIS RESISTANCE THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE INTERNATIONAL BUILDING CODE. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY FRANCIS TOWN.

STORM DRAIN EASEMENT NOTE:
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 ARE SUBJECT TO STORM DRAIN EASEMENTS FOR TOWN OF FRANCIS. SEE RECORDED "TOWN OF STORM DRAIN EASEMENT" RECORDED WITH THIS PLAT.

RESTRICTIONS FOR BASEMENTS IN HOMES:
BASEMENTS ARE PROHIBITED WITHIN THE INTERNATIONAL BUILDING CODE. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY FRANCIS TOWN.

COMMON AREA LOT A NOTE:
COMMON AREA LOT A MAY BECOME A PUBLIC ROAD RIGHT-OF-WAY IF HILL TOP ROAD IS CLOSED AND REROUTED ONTO SCENE HEIGHTS ROAD.

NOTES:
1. ALL LOTS HAVE A 10' EASEMENT AROUND THE LOT BOUNDARY FOR PUBLIC UTILITIES.
2. LOTS 14-17 TO COMPLY WITH TOWN OF FRANCIS AFFORDABLE HOUSING REQUIREMENTS.

RIGHT TO FARM:
THE RIVER BLUFFS SUBDIVISION IS LOCATED IN AN AREA WITH FARMS AND OTHER AGRICULTURAL OPERATIONS. SAID OPERATIONS WORK HOURS MAY BEGIN EARLY AND RUN LATE AND THESE OPERATIONS MAY CONTRIBUTE TO NOISES AND ODORS UNDESIRABLE TO SOME RESIDENTS.

DRINKING WATER SOURCE PROTECTION NOTE:
THIS SUBDIVISION LIES WITHIN THE DRINKING WATER SOURCE PROTECTION PLAN FOR THE JORDAN CANYON SPRINGS WATER SYSTEM NO. 20023 AND IS SUBJECT TO DRINKING WATER SOURCE PROTECTION RULE, EFFECTIVE JULY 24, 1993, ISSUED BY THE STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF DRINKING WATER.

TOWN ATTORNEY	DATE
CHEVRON	DATE
UTAH POWER	DATE
WASHINGTON PRICAN COMPANY	DATE
ALL WEST COMMUNICATIONS	DATE
QUESTAR GAS	DATE

FRANCIS TOWN MAYOR
THE TOWN OF FRANCIS APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF _____, 20____, SUBJECT TO THE FOLLOWING CONDITIONS:

FRANCIS TOWN MAYOR

TOWN ENGINEER
APPROVED THIS _____ DAY OF _____, 20____.
SUBJECT TO THE FOLLOWING CONDITIONS:

TOWN ENGINEER

SOUTH SUMMIT SCHOOL DISTRICT
APPROVED THIS _____ DAY OF _____, 20____.
DIRECTOR

SOUTH SUMMIT FIRE DISTRICT
APPROVED THIS _____ DAY OF _____, 20____, WITH THE FOLLOWING COMMENTS:

FIRE MARSHAL

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS RIVER BLUFFS SUBDIVISION PLAT "A", DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE GENERAL PUBLIC ALL STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT INTENDED FOR PUBLIC USE.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.
BLAIR BARD
KYLE BARD
BARBARA CLARK - MANAGER
KASATHI MOUNTAIN INVESTMENT PARTNERS

EAST, SALT LAKE BASE AND MORDEN
AND RUNNING THENCE N 83°17'00" WEST 108.84 FEET, THENCE S 01° 4' WEST 3.15 FEET, THENCE NORTH 88° 17' 50" WEST, THENCE NORTH 82°20' 30" WEST, THENCE SOUTH 31°15'30" WEST 195.10 FEET, THENCE SOUTH 80°50'00" WEST 200.62 FEET, THENCE NORTH 71°53'40" WEST 83.70 FEET TO THE BEGINNING OF A HIGH TANGENT CURVE TO THE LEFT AND CONCAVE WESTERLY WITH A RADIUS OF 87.50 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 73°00'00" WEST, THENCE NORTHERLY 24.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°30'07" (THURSDAY BLANKS NORTH 00°33'42" WEST 68.06 FEET, THENCE NORTH 05°17'00" EAST 170.94 FEET, THENCE NORTH 14°10'30" WEST 257.18 FEET, THENCE SOUTH 77°19'24" WEST 320.25 FEET, THENCE NORTH 81°29'33" WEST 217.94 FEET, THENCE NORTH 49°13'15" WEST 173.90 FEET TO THE BEGINNING OF A HIGH TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 783.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 56°10'00" WEST, THENCE SOUTHEASTERLY 42.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°10'00"40" (CHORD BEARS SOUTH 51°14'54" WESTED IN FEET, THENCE SOUTH 50°17'18" WEST 342.11 FEET, THENCE NORTH 47°27'07" WEST 182.89 FEET, THENCE NORTH 21°50'57" EAST 174.48 FEET, THENCE SOUTH 17°04'18" WEST 179.81 FEET ALONG AN EXISTING FENCE LINE, THENCE ALONG THE SOUTHERLY LINE OF THE WILD WILLOW SUBDIVISION THE FOLLOWING LINE COURSES: (1) THENCE SOUTH 89°51'08" EAST 417.53 FEET, (2) THENCE SOUTH 89°29'54" EAST 413.17 FEET, (3) THENCE NORTH 89°40'26" EAST 215.37 FEET, (4) THENCE SOUTH 89°00'30" EAST 199.71 FEET, (5) THENCE SOUTH 88°37'10" EAST 237.97 FEET, THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING LINE COURSES: (1) SOUTH 13°18'48" EAST 33.45 FEET, (2) THENCE SOUTH 08°27'42" EAST 17.36 FEET, (3) THENCE SOUTH 01°54'00" WEST 13.14 FEET, (4) THENCE SOUTH 00°00'13" EAST 244.83 FEET, (5) THENCE SOUTH 01°11'58" WEST 84.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.00 ACRES.

SURVEYOR'S CERTIFICATE
IN ACCORDANCE WITH SECTION 5

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.

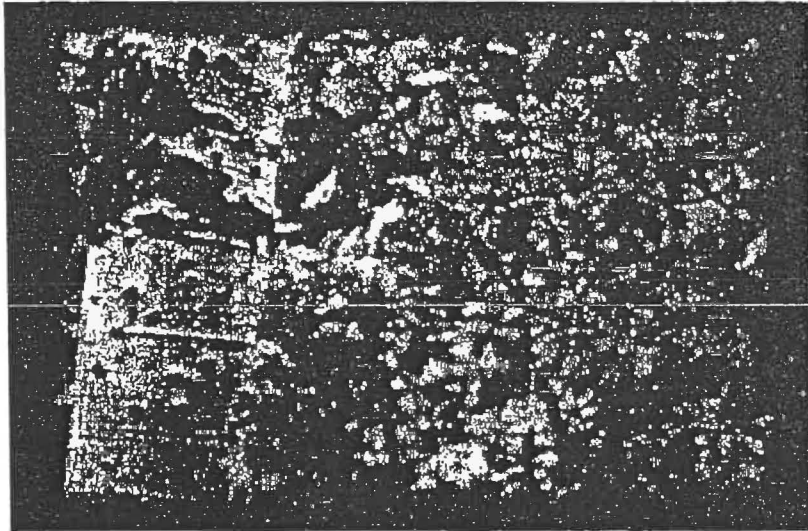
VII. Equipment Crossings:

- 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

[Home](#)[Location](#)[Nearby Amenities](#)[Lots and Pricing](#)[Architectural Guidelines](#)[Preferred Builders](#)[Contact Us](#)

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.

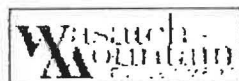
Homes are encouraged to have pitched or gabled roofs. Flat roof sections with shallow pitches will only be allowed when the dominant theme of the overall roofline is pitched or gabled. The dominant roof form is encouraged to have a minimum pitch of five feet by twelve feet and a maximum pitch of ten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



A Wasatch Mountain Development Property

Copyright © 2007 Wasatch Mountain Development. All rights reserved.

Douglas J. 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

06/28/2012 01:53:27 PM B: 2134 P: 1353

Declaration PAGE 1/14

ALAN SPRIGGS SUMMIT COUNTY RECORDER

FEE 61.00 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 ($\frac{1}{2}$) 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:

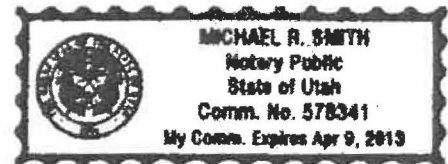
River Bluffs Development, LLC

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



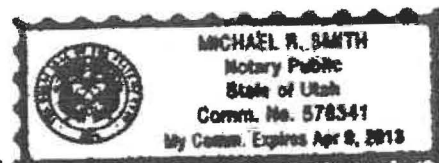
Individually,

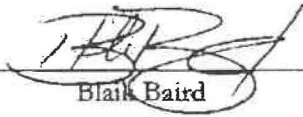
[Signature]
Kyle Baird

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.

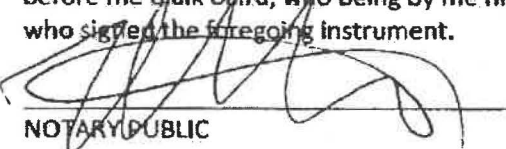
[Signature]
NOTARY PUBLIC

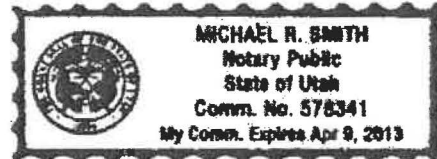



Blair Baird

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

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


NOTARY PUBLIC



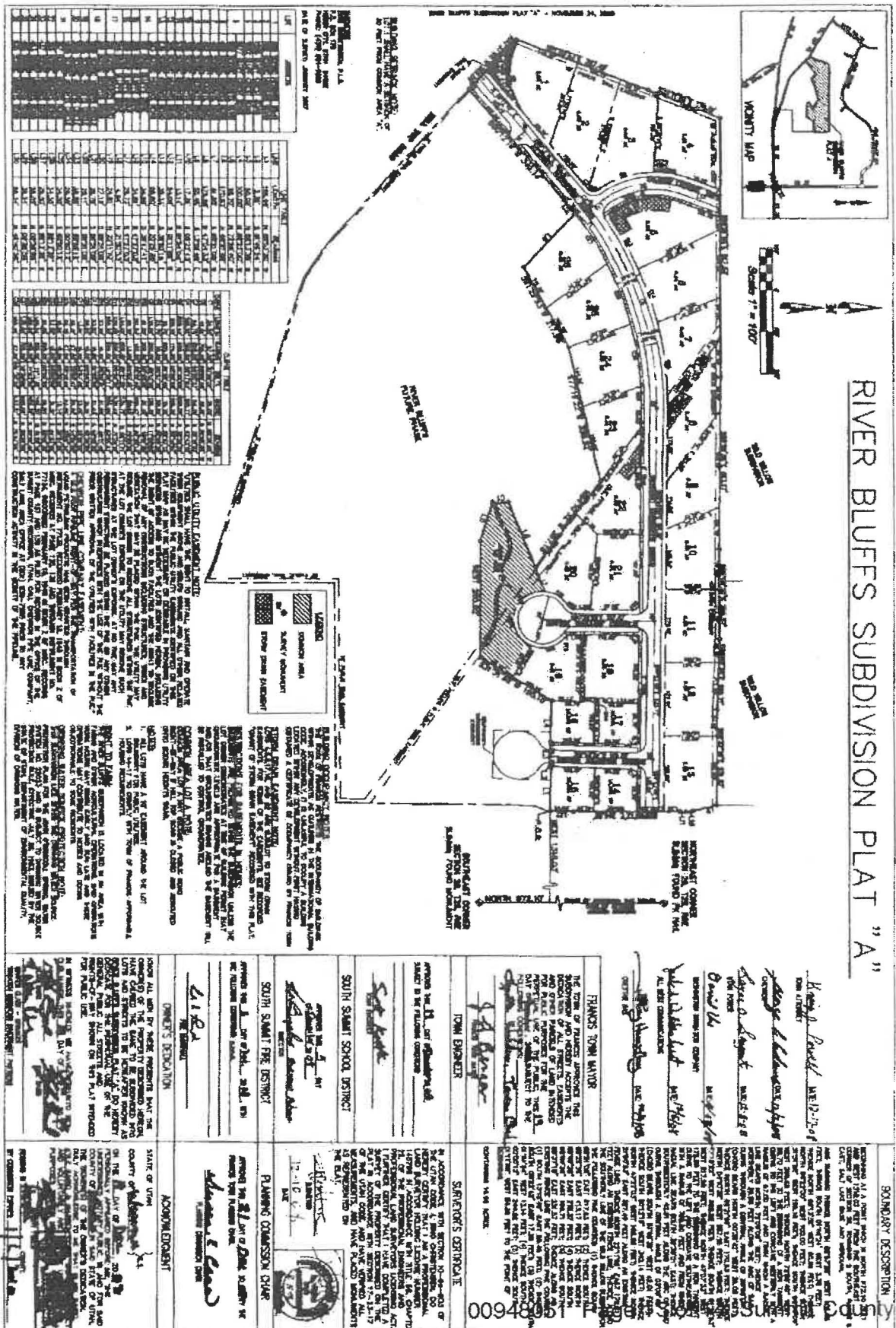


Exhibit A

Page 2

Property Description

BEGINNING AT A POINT WHICH IS NORTH 872.10 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 108.06 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 185.10 FEET; THENCE SOUTH 80°00'00" WEST 280.62 FEET; THENCE NORTH 72°58'40" WEST 98.70 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE WESTERLY WITH A RADIUS OF 87.50 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 75°06'09" WEST; THENCE NORTHERLY 38.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°58'07" (CHORD BEARS NORTH 00°35'42" WEST 36.08 FEET); THENCE NORTH 88°21'09" EAST 170.93 FEET; THENCE NORTH 54°10'32" WEST 257.18 FEET; THENCE SOUTH 77°18'22" WEST 328.52 FEET; THENCE SOUTH 81°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°38'01" EAST; THENCE SOUTHWESTERLY 42.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°08'40" (CHORD BEARS SOUTH 51°48'38" WEST 42.01 FEET); THENCE SOUTH 50°12'18" WEST 342.14 FEET; THENCE NORTH 47°27'03" WEST 162.98 FEET; THENCE NORTH 21°50'53" EAST 327.48 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 22°11'05" EAST 178.81 FEET ALONG AN EXISTING FENCE LINE; THENCE ALONG THE SOUTHERLY LINE OF THE WILD YALLOW SUBDIVISION THE FOLLOWING FIVE COURSES: (1) THENCE SOUTH 89°51'08" EAST 817.53 FEET; (2) THENCE SOUTH 89°29'36" EAST 413.17 FEET; (3) THENCE NORTH 88°48'28" EAST 215.37 FEET; (4) THENCE SOUTH 88°00'36" EAST 189.71 FEET; (5) THENCE SOUTH 88°37'10" EAST 231.57 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING FIVE COURSES: (1) SOUTH 13°18'48" EAST 55.46 FEET; (2) THENCE SOUTH 08°22'42" EAST 17.38 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°11'58" WEST 54.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.95 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

When Recorded Return to
Doug Dance
1049 Eden Prairie Way
Midway, UT 84049

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

THIS SECOND AMENDMENT OF DECLARATION, made on the date hereinafter set forth by RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., a Utah non-profit corporation, hereinafter referred to as "Association" and River Bluffs Development LLC (the assignee of Wasatch Mountain Investment Partners, LLC), a Utah limited liability corporation and its successors or assigns, and Kyle Baird and Blaik Baird individually and their successors or assigns 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 River Bluffs Estates and is located at approximately 350 West Hilltop Road.

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

Section 2 "Association" shall mean and refer to RIVER BLUFFS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 3. "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 4. "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 5. "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 Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628 and any subsequent recorded documents amending or referencing this document.

ENTRY NO. 00966617

03/29/2013 08:44:36 AM B: 2177 P: 1436

Declaration PAGE 1/22
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 72.00 BY RIVER BLUFFS HOA



Section 6. "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 7. "Building Area" shall mean and refer to the only portion of the lot on which a home may be constructed.

Section 8. "Development" shall mean and refer to the River Bluffs Subdivision Phase One as shown on River Bluffs Subdivision Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628; and the Ratification & Owners Declaration recorded 10/17/2012 in Summit County Entry 955270 Book 2151 Page 1484; or any future phase within the River Bluffs Subdivision.

Section 9. "Member" shall mean and refer to an Owner as defined above. Members may be either Class A members or Class B members. Member Class 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 trails 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 horses or ponies on their lots as 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 Association's Board of Trustees, then, after a resolution passed by at least two-thirds, (2/3), of the Association's Board of Trustees, 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 twenty-two (22) .4 to .6 acre and four (4) .2 to .25 acre lots in Phase One. Thirty-three (33) .4 to .6 acre and two (2) .2 to .25 acre lots are projected for Phase Two. The development has access to Hilltop Road and State Road 32. Each lot will be served by Francis Town for culinary purposes.

Section 2. Maps. The following maps are attached: Exhibit A is the plat for Plat A or Phase One. Exhibit B is the master plan for the entire development and includes Phase Two.

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 and this declaration will be amended to include these additional lots when River Bluffs Subdivision Plat B is recorded.

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. Unless a variance is specifically approved by the Architectural Control Committee, the following requirements apply: Lots 1-13, 18-26 must be a minimum of 1,500 square feet of living space on the main level for two story homes, and 1,800 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 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 four (4) lots. Prior to submission of building permits to Francis Town, all building plans, elevations, and materials are subject to review, modification, and approval of the Architectural Control Committee and must meet the River Bluffs Architectural Design Guidelines (see Exhibit C for the Architectural Design Guidelines as of July 16, 2012) unless an exception is specifically approved by the Architectural Control Committee. As outlined in Article IX, Section 2, the Architectural Design Guidelines may be amended at any time by the Association's Board of Trustees.

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 lots in Phase Two that are adjacent to Hill Top Road and designated as bluff view lots. 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 1 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 Architectural Control 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 Architectural Control Committee.

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 one inch (1") 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—no wire fencing is allowed unless it is completely screened from the view of all adjoining lots. Dog Runs and dog houses must be placed at the side or rear of the residence and may not be closer than 50 feet to any residence other than that of the Owner of the run or kennel or within 30 feet of any horse trail. 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 Association 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, goats, lamas, sheep, 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 in Phase One.

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.

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 noxious weeds 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, and 23 in Phase One and any lots in Phase Two adjacent to 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, 22, and 23 in Phase One and any lots in Phase Two adjacent to 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 Pipeline 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. Class B member(s) shall be the Developer and shall be entitled to ten (10) 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, 2017.

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, 2028.

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 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. 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 park and detention basin (including watering, mowing, and maintaining the tot lot) and trail and Common Areas (including trail corridor, fencing, and weed control on any of the foregoing,) and snow removal.

Section 3. Maximum Annual Calendar Year Assessment. Following the conveyance of the first Lot to an Owner, the maximum annual calendar year 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 any lots so designated as Horse Lots in Phase Two) of an additional \$100.00 per Lot. This special Horse Lot Assessment will be

determined annually by the Association's Board of Trustees in future years but shall not exceed 30% of the annual calendar year Assessment. From and after the conveyance of the first Lot to an Owner, the maximum annual calendar year 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) Following the conveyance of the first Lot to an Owner, the maximum annual calendar year Assessment may be increased above 7% 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 Association's 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 calendar year 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 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 1-6 and any lots so designated as a Horse Lot in Phase Two which may be subject to a special Horse Lot Assessment or any other unusual conditions, and may be collected on a annual, quarterly, or monthly basis as determined by the Association's Board of Trustees.

Section 8. 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 or later if so designated by the Association's Board of Trustees. The Association's 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 Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's 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/ Penalties/ Fines (hereafter "Assessments") to 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.

Section 11. Allocation of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

Section 12. Suspension of Voting Rights. If an Owner has a delinquent Assessment balance, the Association may suspend their right to vote.

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 the Architectural Design Guidelines unless specifically approved by the Architectural Control Committee. 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 Association. See Exhibit C, the Architecture Design Guidelines for plan and landscaping submission requirements. 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 in a complete form to it, application may be made to the Board of Trustees of the Association for approval.

Section 2. Architecture Design Guidelines. To provide consistency, the Association's 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 Association's 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. 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 shall be subject to a penalty/Assessment that will be used exclusively to complete acceptable landscaping. The Architectural Control Committee will determine what constitutes acceptable landscaping. The Board of Trustees of the Association has the right to impose this penalty/Assessment.

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. The Association's Board of Trustees may levy fines against an Owner for any violation committed by the Owner, their guests, tenants, family members, or

invitees of the Declaration, By-Laws, or rules and regulations. Fines shall be levied in accordance with a schedule of fines and procedures set forth in a Board resolution. Fines shall be considered Assessments and shall be collectable in the same manner as Assessments, including the use of liens and foreclosure. 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. Hearings. The following provisions apply whenever a hearing in front of the Board is required by Utah law, this Declaration, the Bylaws, or the rules and regulations:

a. Requesting a Hearing: A request for hearing on a fine must be made in writing within 15 days of the assessment of the fine. A request for hearing on any other issue for which a hearing may be requested must be made within the time required by the Declaration or law. To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Board has sole authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

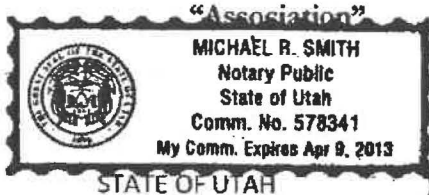
b. Hearing Procedures/Decision: The hearing shall be conducted by one to three Board members or hearing officers appointed by the Board. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Board or hearing officers shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing is conducted by a hearing officer or hearing officers, the officers shall take the evidence under advisement, then shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. If any member of the Board is present at the hearing, the member or members present may make a final determination at the hearing or may take the matter under advisement. Once a

decision is rendered, the Board shall give written notice of their decision to the requesting Owner.

Section 3. 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 4. 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 sixty six percent (66%) 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 18th day of OCTOBER, 2012.



River Bluffs Home Owners Association Inc

[Signature]
, its Chairman of Board of Trustees

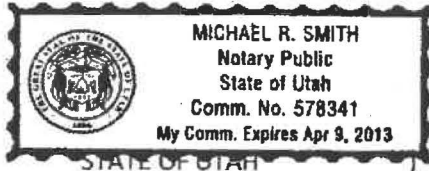
: SS.
COUNTY OF WASATCH)

I hereby certify that on the 18th day of October, 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 Chairman of Board of Trustees of River Bluffs Home Owners Association, Inc.

[Signature]
NOTARY PUBLIC

**"Declarant" and "Developer" and
Owner of Lots 1-5, 7-12, 18-19, and 21-26 and
Holder of 92% of the Association voting rights**

River Bluffs Development, LLC

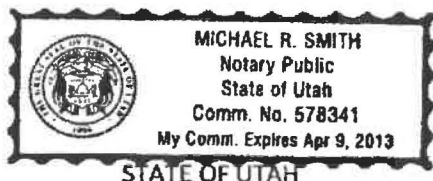


[Signature]
Douglas Dance its Manager

: SS.
COUNTY OF WASATCH)

I hereby certify that on the 18th day of October, 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 Manager of River Bluffs Development LLC.

[Signature]
NOTARY PUBLIC

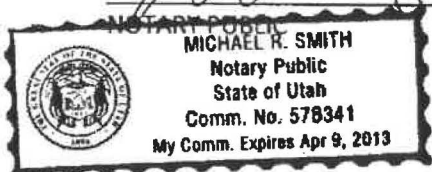


And individually

[Signature]
Kyle Baird

: SS.
COUNTY OF WASATCH)

I hereby certify that on the 18th day of OCTOBER, 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.



And individually

Blaik Baird
Blaik Baird

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

I hereby certify that on the 18th day of OCTOBER, 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.

[Signature]
NOTARY PUBLIC

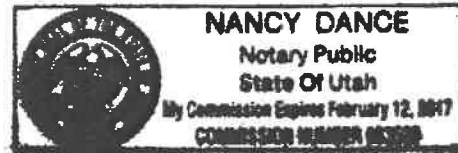
Mountainland Community Housing Trust, owner of Lots 14, 15, 16, 17, 18

By Scott Loomis, its EXECUTIVE DIRECTOR

STATE OF UTAH)
)
 : ss.
COUNTY OF Summit)

I hereby certify that on the 25th day of March, 2013, personally appeared before me Scott Loomis, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Scott Loomis of Mountainland Community Housing Trust.

Nancy Dance
NOTARY PUBLIC

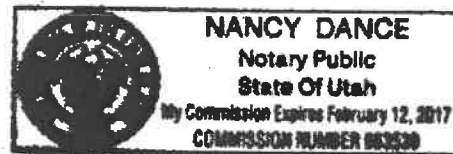


Tyler or Larry or Robyn Headrick, Representing the Owners of Lot 6

STATE OF UTAH)
)
 : ss.
COUNTY OF Summit)

I hereby certify that on the 28th day of March, 2013, personally appeared before me Tyler Headrick, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as representing the owners of Lot 6 in River Bluffs Subdivision.

Nancy Dance
NOTARY PUBLIC



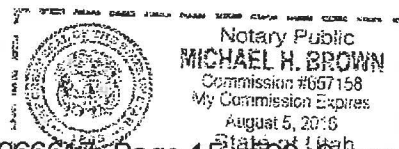
Fieldstone Utah Investors, LLC Owner of Lot 13

By Troy Gabler, its manager

STATE OF UTAH)
)
 : ss.
COUNTY OF Wasatch)

I hereby certify that on the 10th day of January, 2013, personally appeared before me TROY GABLER, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Manager of Fieldstone Utah Investors, LLC.

Michael H. Brown
NOTARY PUBLIC



Tiffany Anderson or Valerie or Stan Page, representing the Owners of Lot 21

Tiffany Anderson
STATE OF UTAH)

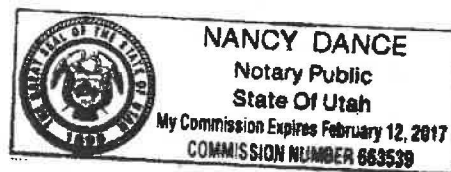
: ss.

COUNTY OF Summit)



I hereby certify that on the 20th day of March, 2013, personally appeared before me Tiffany Anderson, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as representing the owners of Lot 21 in River Bluffs Subdivision.

Nancy Dance
NOTARY PUBLIC



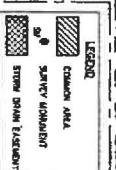
[illegible][illegible][illegible]

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 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

AND RUNNING THENCE NORTH 88°57'20" WEST 106.66 FEET; THENCE SOUTH 01°46'24" WEST 3.35 FEET; THENCE NORTH 88°13'36" WEST 60.00 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°06'09" WEST; THENCE NORTHERLY 36.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°59'07" (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°29'53" 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 765.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 36°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°46'39" WEST 42.01 FEET); THENCE SOUTH 50°12'19" WEST 342.14 FEET; THENCE NORTH 47°27'03" WEST 162.99 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°29'38" EAST 413.17 FEET; (3) THENCE NORTH 89°49'26" EAST 215.37 FEET; (4) THENCE SOUTH 88°00'36" 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 16.95 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

Exhibit B

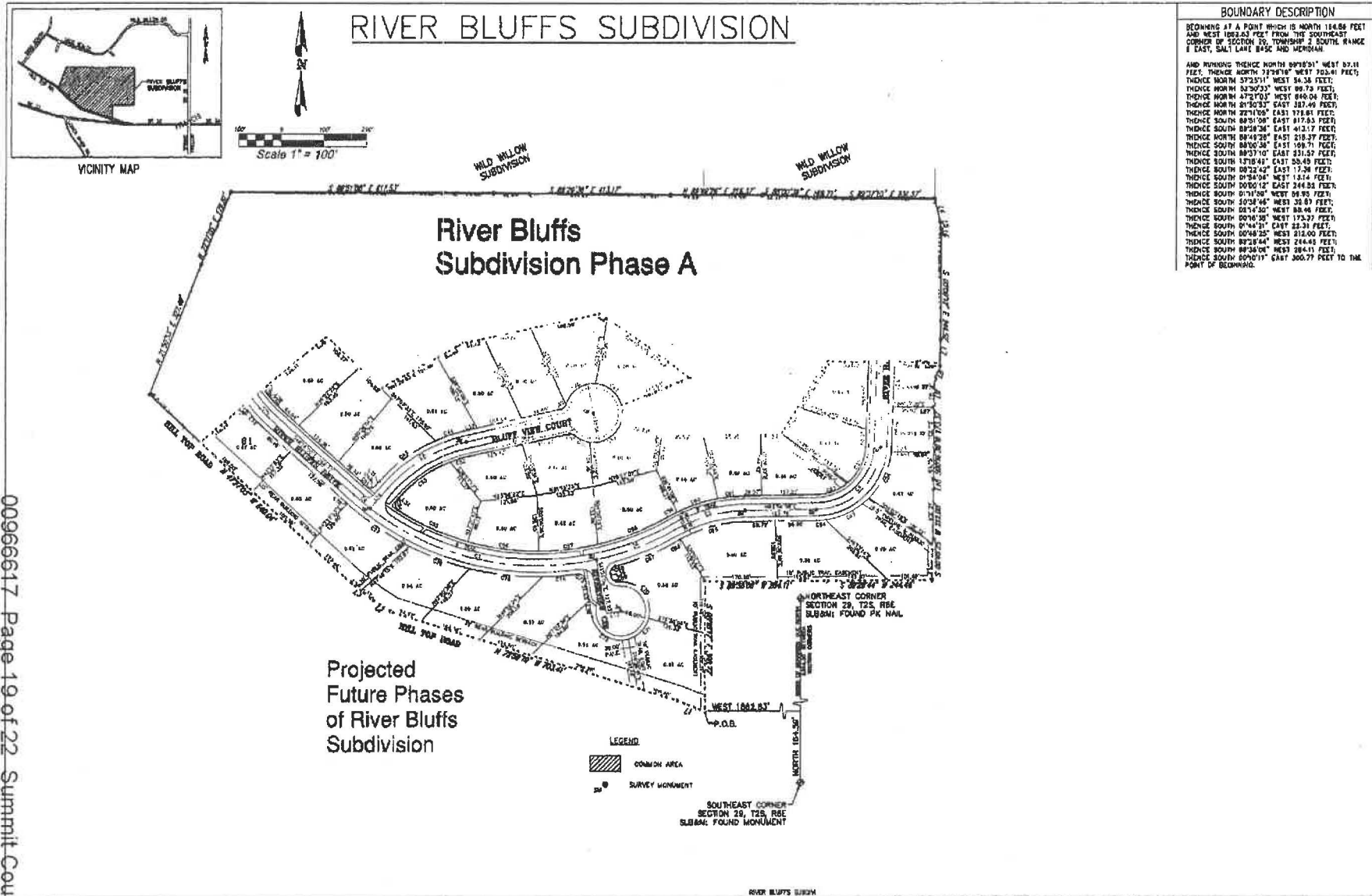


Exhibit C

River Bluff Estates Architectural Design Guidelines

Effective as of 12/27/2012

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 principles objective of these guidelines is to encourage elements of architectural richness and variety to individual dwellings without allowing overly flashy or ostentatious designs.

Architectural Control Committee

The Architectural Control Committee of the River Bluffs Home Owners Association Inc has the responsibility for reviewing and approving home designs prior to a lot owner applying for a building permit. The Committee's approval includes but is not exclusively limited to the areas discussed in the below guidelines. However, this Committee also has the authority to approve modification of any of the below guidelines if in its sole opinion these modifications are consistent with the overall design philosophy of the development. Maximum consideration should be given to the preservation of the view corridors

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 generally 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

Set-Backs

Following are the minimum set-back requirements:

- 30' minimum front yard and side street set-back (except Lot 1).
- 35' minimum front yard set-back for Lot 1
- 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 Architectural Control Committee.

Height and Variability of Structures

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

- 30' maximum height as defined by the current Francis City Development Code.

The Architectural Control Committee has the right to impose further height 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 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 batten, 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 Architectural Control 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 10 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 Architectural Control 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 contrast in value (light to dark). This applies to both paint and stain. White should only be used as an accent or "trim" color.

Plan Submission Requirements sent to the Architectural Control Committee either in printed form or as a PDF file by email:

- A. Site Plan @ 1" = 10' or greater scale and must include the following:
 - 1. Property boundaries
 - 2. Building setbacks
 - 3. Easements
 - 4. Building footprints (including garages, accessory buildings)
 - 5. Hard surface areas (driveways, patios, decks, walks and steps)
 - 6. Fences, walls and retaining walls
- B. Front, sides and back Elevations @ 1/8" = 1' or greater scale and must include the following:
 - 1. Exterior building materials (approximate representation and notes on drawings)
 - 2. Roof pitches
 - 3. Window and door configurations
 - 4. Dormers, skylights
 - 5. Elevation of the roof from the highest point of the roof to the top of foundation with an estimate of height of the foundation above the lot's natural grade.
- C. Building Floor Plans.
- F. Landscape Plan—note landscaping must be installed within 90 days of occupancy or no later than May 31 if occupancy is received between September and March. Please include a plan for the following:
 - 1. Plant materials at size within 5 years
 - 2. Paving materials (walls, pools, play areas, patios, etc.)
 - 3. Fences and walls
 - 4. Exterior landscape lighting
 - 5. Rocks and retaining walls

When Recorded Please Return to:
Douglas Dance
1049 Eden Prairie Way
Midway, UT 84049

01001926 B: 2255 P: 0489

Page 1 of 19

Mary Ann Trussell, Summit County Utah Recorder

09/02/2014 02:15:37 PM Fee \$106.00

By Atlas Title - Heber City

Electronically Recorded

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

THIS THIRD AMENDMENT OF DECLARATION, made on the date hereinafter set forth by RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., a Utah non-profit corporation, hereinafter referred to as "Association" and River Bluffs Development LLC (the assignee of Wasatch Mountain Investment Partners, LLC), a Utah limited liability corporation and its successors or assigns, 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 River Bluffs Subdivision Phase A and Phase B and is located at approximately 350 West Hilltop Road.

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. "Declarant" and/or "Developer" shall mean and refer to River Bluffs Development, LLC, its successors and assigns.

Section 2. "Association" shall mean and refer to RIVER BLUFFS HOMEOWNERS ASSOCIATION INC., its successors and assigns.

Section 3. "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 4. "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 River Bluffs Subdivision Plat A and Plat B.

Section 5. "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 Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628 and any subsequent recorded documents amending or referencing this document as well as River Bluffs Subdivision Plat B recorded 6/30/2014 in Summit County, Entry 998601 Book 2246 Page 704 and any subsequent recorded documents amending or referencing this document

Section 6. "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 7. "Building Area" shall mean and refer to the only portion of the lot on which a home may be constructed.

Section 8. "Development" shall mean and refer to the River Bluffs Subdivision Phase A as shown on River Bluffs Subdivision Plat A recorded 12/26/2008 in Summit County, Entry 861653 Book 1961 Page 628; and the Ratification & Owners Declaration recorded 10/17/2012 in Summit County Entry 955270 Book 2151 Page 1484; and River Bluffs Subdivision Phase B as shown River Bluffs Subdivision Plat B recorded 6/30/2014 in Summit County, Entry 998601 Book 2246 Page 704.

Section 9. "Member" shall mean and refer to an Owner as defined above. Members may be either Class A members or Class B members. Member Class 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 trails 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 and as defined in Article VI Section 5 below.

Section 4. Owners of those lots designated as horse property have the right to keep such horses or ponies on their lots as 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 Association's Board of Trustees, then, after a resolution passed by at least two-thirds, (2/3), of the Association's Board of Trustees, 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 twenty-two (22) .4 to .6 acre and four (4) .2 to .25 acre lots in Phase A and thirty-three (33) .4 to .6 acre and two (2) .2 to .25 acre lots in Phase B. The development has access to Hilltop Road and State Road 32. Each lot will be served by Francis Town for culinary purposes.

Section 2. Maps. The following maps are attached: **Exhibit A** is the plat for Plat A or Phase A. **Exhibit B** is the plat for Plat B or Phase B.

Section 3. Staged Development. The proposed development will be completed in two phases. Phase A consists of 26 residential lots and the Common Areas A and B. Phase B consists of 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 lot, 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.

- (a) All homes shall be single family dwellings.
- (b) Unless a variance is specifically approved by the Architectural Control Committee, the following requirements apply: Lots 1-13, 18-46, 49-61 must be a minimum of 1,500 square feet of living space on the main level for two story homes, and 1,800 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.
- (c) 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.
- (d) Prior to submission of building permits to Francis Town, all building plans, elevations, and materials are subject to review, modification, and approval of the Architectural Control Committee and must meet the River Bluffs Architectural Design Guidelines (see **Exhibit C** for the Architectural Design Guidelines as of July 16, 2012) unless an exception is specifically approved by the Architectural Control Committee. As outlined in Article IX, Section 2, the Architectural Design Guidelines may be amended at any time by the Association's Board of Trustees.

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 lots 54-61 which are adjacent to Hill Top Road. They are required to have a minimum rear setback of 35 feet. This setback requirement for these lots applies to both the primary residence as well as to any other buildings on the property. Also, Lot 1 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. All vehicles are required to be parked either in the paved or improved driveway of the lot or inside the garage.

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. Upon notice from the Association, lots owners must remove such materials or be subject to fines as determined by the board of directors.

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 Architectural Control 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 Architectural Control Committee.

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 one inch (1") 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—no wire fencing is allowed unless it is completely screened from the view of all adjoining lots. Dog Runs and dog houses must be placed at the side or rear of the residence and may not be closer than 50 feet to any residence other than that of the Owner of the run or kennel or within 30 feet of any horse trail. 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 Association 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, goats, lamas, sheep, 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, 12-13, 50-54, and 56-58 and any other lots that are requested by the owner, meet Francis City requirements, and approved by the Board. All owners of lots which receive this designation agree to comply with all requirements of these Covenants, Conditions, Restrictions, and Management Policies and future amendments as well as the ordinances of Francis City.

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.

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 noxious weeds 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, 34, 44-45, and 49-50 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, 34, 44-45, and 49-50 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**. 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.

Section 18. Leases. "Lease" means granting the right to use or occupy a Lot to a non-owner. Except as described below, Lots owned by business entities shall be considered leased regardless of who occupies the Lot. A Lot shall not be considered leased if owned by a business entity formed as an estate planning instrument, if the Lot is occupied by the grantor or beneficiary of the estate planning mechanism. Leasing of Lots shall be subject to the following restrictions:

- (a) Lots may be rented only to a single family as defined by the Francis City ordinances. Dormitory, hostel, hotel, and nightly rentals are strictly prohibited. Additionally, subletting is prohibited.
- (b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Association Documents"). Any Owner who leases their Lot shall be responsible for assuring the occupants' compliance with the Association Documents.
- (c) Initial Lease Term. The minimum initial lease term shall be six months. Any lease for less than an initial term of six months will be considered nightly and is prohibited. Any lease to a business entity shall be considered a nightly rental and is prohibited. Any time a new set of occupants lease the Lot, they shall be subject to the minimum initial lease term. However, prior to executing a lease, an owner may petition the Board and by a majority vote of the Board, the Board may grant a one-time exception to the minimum length of the lease and set the lease for a period less than 6 months.
- (d) Lease Agreements - Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement and contact information for the tenants. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. Additionally, lease agreements shall have a prohibition against subletting. The Owner shall provide the tenant with a copy of the Associations Documents. In the event the Association Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.
- (e) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Lot without Board approval, the Board may assess fines against the Owner and the Lot in an amount to be determined by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).
- (f) Failure to Take Legal Action. Failure by an Owner to take legal action against an occupant who is in violation of the Association Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all action for and in behalf of said Owner including, the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.
- (g) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and

attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

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 A.

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. Class B member(s) shall be the Developer and shall be entitled to ten (10) 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 A
- (b) or on December 31, 2017.

Section 3. Phase B 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 A
- (b) or on December 31, 2028.

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 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. 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 park and detention basin (including watering, mowing, and maintaining the tot lot) and trail and Common Areas (including trail corridor, fencing, and weed control on any of the foregoing,) and snow removal.

Section 3. Maximum Annual Calendar Year Assessment. Following the conveyance of the first Lot to an Owner, the maximum annual calendar year 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, 12-13, 50-54, and 56-58 and any other lots so designated as horse lots under the process described in Article VI Section 14) of an additional \$100.00 per Lot. This special Horse Lot Assessment will be determined annually by the Association's Board of Trustees in future years but shall not exceed 30% of the annual calendar year Assessment. From and after the conveyance of the first Lot to an Owner, the maximum annual calendar year 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) Following the conveyance of the first Lot to an Owner, the maximum annual calendar year Assessment may be increased above 7% 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 Association's 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 calendar year 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 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 any lot so designated as a Horse Lot as described in Article VI Section 15 which may be subject to a special Horse Lot Assessment or any other unusual conditions, and may be collected on an annual, quarterly, or monthly basis as determined by the Association's Board of Trustees.

Section 8. 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 or later if so designated by the Association's Board of Trustees. The Association's 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 Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's 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/ Penalties/ Fines (hereafter "Assessments") to 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.

Section 11. Allocation of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

Section 12. Suspension of Voting Rights. If an Owner has a delinquent Assessment balance, the Association may suspend their right to vote.

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 the Architectural Design Guidelines unless specifically approved by the Architectural Control Committee. 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 Association. See Exhibit C, the Architecture Design Guidelines for plan and landscaping submission requirements. 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 in a complete form to it, application may be made to the Board of Trustees of the Association for approval.

Section 2. Architecture Design Guidelines. To provide consistency, the Association's 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 Association's 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. Landscaping, front, sides and rear, must be acceptably completed within 120 days of receiving occupancy or no later than May 31 if occupancy is received between September and March. Homes that are not landscaped shall be subject to a fine equal to 120% of the amount sufficient to install acceptable landscaping. After administrative fees and expenses, this will be used to complete acceptable landscaping. The Architectural Control Committee determines what constitutes acceptable landscaping. The Board of Trustees of the Association has the right to impose this fine.

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. The Association's Board of Trustees may levy fines against an Owner for any violation committed by the Owner, their guests, tenants, family members, or invitees of the Declaration, By-Laws, or rules and regulations. Fines shall be levied in accordance with a schedule of fines and procedures set forth in a Board resolution. Fines shall be considered Assessments and shall be collectable in the same manner as Assessments, including the use of liens and foreclosure. 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. Hearings. The following provisions apply whenever a hearing in front of the Board is required by Utah law, this Declaration, the Bylaws, or the rules and regulations:

- (a) **Requesting a Hearing:** A request for hearing on a fine must be made in writing within 30 days of the assessment of the fine. A request for hearing on any other issue for which a hearing may be requested must be made within the time required by the Declaration or law. To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Board has sole authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

- (b) **Hearing Procedures/Decision:** The hearing shall be conducted by one to three Board members or hearing officers appointed by the Board. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Board or hearing officers shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing is conducted by a hearing officer or hearing officers, the officers shall take the evidence under advisement, then shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. If any member of the Board is present at the hearing, the member or members present may make a final determination at the hearing or may take the matter under advisement. Once a decision is rendered, the Board shall give written notice of their decision to the requesting Owner.

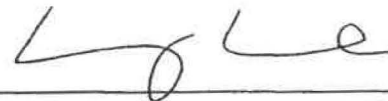
Section 3. Severability. Invalidations of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. 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 sixty six percent (66%) 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 and Owner of lots 2, 40-46, and 49-61 voting 84% of the outstanding combined votes of the Association, has hereunto set its hand and seal this 29th day of August, 2014.

**Declarant and Owner of lots 2, 40-46, and 49-61
voting 84% of the combined votes**


River Bluffs Development, LLC



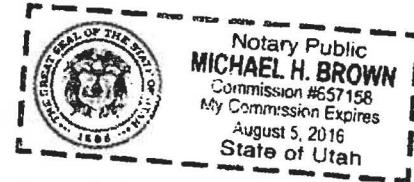
By: Douglas Dance its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I hereby certify that on the 29th day of August 2014, 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 Manager of River Bluffs Development LLC on behalf of said company and by authority of the managers of said company.



NOTARY PUBLIC

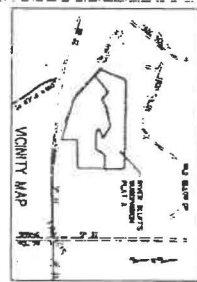


Tax Ids:

FT-50

River Bluffs Subdivision Phases A & B

Lot 1	RIVBLF-A-1	Lot 22	RIVBLF-A-22	Lot 43	RIVBLF-B-43
Lot 2	RIVBLF-A-2	Lot 23	RIVBLF-A-23	Lot 44	RIVBLF-B-44
Lot 3	RIVBLF-A-3	Lot 24	RIVBLF-A-24	Lot 45	RIVBLF-B-45
Lot 4	RIVBLF-A-4	Lot 25	RIVBLF-A-25	Lot 46	RIVBLF-B-46
Lot 5	RIVBLF-A-5	Lot 26	RIVBLF-A-26	Lot 47	RIVBLF-B-47
Lot 6	RIVBLF-A-6	Lot 27	RIVBLF-B-27	Lot 48	RIVBLF-B-48
Lot 7	RIVBLF-A-7	Lot 28	RIVBLF-B-28	Lot 49	RIVBLF-B-49
Lot 8	RIVBLF-A-8	Lot 29	RIVBLF-B-29	Lot 50	RIVBLF-B-50
Lot 9	RIVBLF-A-9	Lot 30	RIVBLF-B-30	Lot 51	RIVBLF-B-51
Lot 10	RIVBLF-A-10	Lot 31	RIVBLF-B-31	Lot 52	RIVBLF-B-52
Lot 11	RIVBLF-A-11	Lot 32	RIVBLF-B-32	Lot 53	RIVBLF-B-53
Lot 12	RIVBLF-A-12	Lot 33	RIVBLF-B-33	Lot 54	RIVBLF-B-54
Lot 13	RIVBLF-A-13	Lot 34	RIVBLF-B-34	Lot 55	RIVBLF-B-55
Lot 14	RIVBLF-A-14	Lot 35	RIVBLF-B-35	Lot 56	RIVBLF-B-56
Lot 15	RIVBLF-A-15	Lot 36	RIVBLF-B-36	Lot 57	RIVBLF-B-57
Lot 16	RIVBLF-A-16	Lot 37	RIVBLF-B-37	Lot 58	RIVBLF-B-58
Lot 17	RIVBLF-A-17	Lot 38	RIVBLF-B-38	Lot 59	RIVBLF-B-59
Lot 18	RIVBLF-A-18	Lot 39	RIVBLF-B-39	Lot 60	RIVBLF-B-60
Lot 19	RIVBLF-A-19	Lot 40	RIVBLF-B-40	Lot 61	RIVBLF-B-61
Lot 20	RIVBLF-A-20	Lot 41	RIVBLF-B-41		
Lot 21	RIVBLF-A-21	Lot 42	RIVBLF-B-42		



Scale 1" = 100'

RIVER BLUFFS SUBDIVISION PLAT "A"

[illegible]

SOUTHEAST CORNER
SECTION 28, T2S, R6E
S18M, FOUND MONUMENT

VISION PLAT "

[illegible][illegible][illegible][illegible]

A

Myring. & Gussak. 2007
Trom. & Gussak.

Museo de Historia Natural
de Montevideo

[illegible]

1. SECRET
 2. SECRET
 3. SECRET
 4. SECRET
 5. SECRET
 6. SECRET
 7. SECRET
 8. SECRET
 9. SECRET
 10. SECRET
 11. SECRET
 12. SECRET
 13. SECRET
 14. SECRET
 15. SECRET
 16. SECRET
 17. SECRET
 18. SECRET
 19. SECRET
 20. SECRET
 21. SECRET
 22. SECRET
 23. SECRET
 24. SECRET
 25. SECRET
 26. SECRET
 27. SECRET
 28. SECRET
 29. SECRET
 30. SECRET
 31. SECRET
 32. SECRET
 33. SECRET
 34. SECRET
 35. SECRET
 36. SECRET
 37. SECRET
 38. SECRET
 39. SECRET
 40. SECRET
 41. SECRET
 42. SECRET
 43. SECRET
 44. SECRET
 45. SECRET
 46. SECRET
 47. SECRET
 48. SECRET
 49. SECRET
 50. SECRET
 51. SECRET
 52. SECRET
 53. SECRET
 54. SECRET
 55. SECRET
 56. SECRET
 57. SECRET
 58. SECRET
 59. SECRET
 60. SECRET
 61. SECRET
 62. SECRET
 63. SECRET
 64. SECRET
 65. SECRET
 66. SECRET
 67. SECRET
 68. SECRET
 69. SECRET
 70. SECRET
 71. SECRET
 72. SECRET
 73. SECRET
 74. SECRET
 75. SECRET
 76. SECRET
 77. SECRET
 78. SECRET
 79. SECRET
 80. SECRET
 81. SECRET
 82. SECRET
 83. SECRET
 84. SECRET
 85. SECRET
 86. SECRET
 87. SECRET
 88. SECRET
 89. SECRET
 90. SECRET
 91. SECRET
 92. SECRET
 93. SECRET
 94. SECRET
 95. SECRET
 96. SECRET
 97. SECRET
 98. SECRET
 99. SECRET
 100. SECRET

[illegible][illegible][illegible]

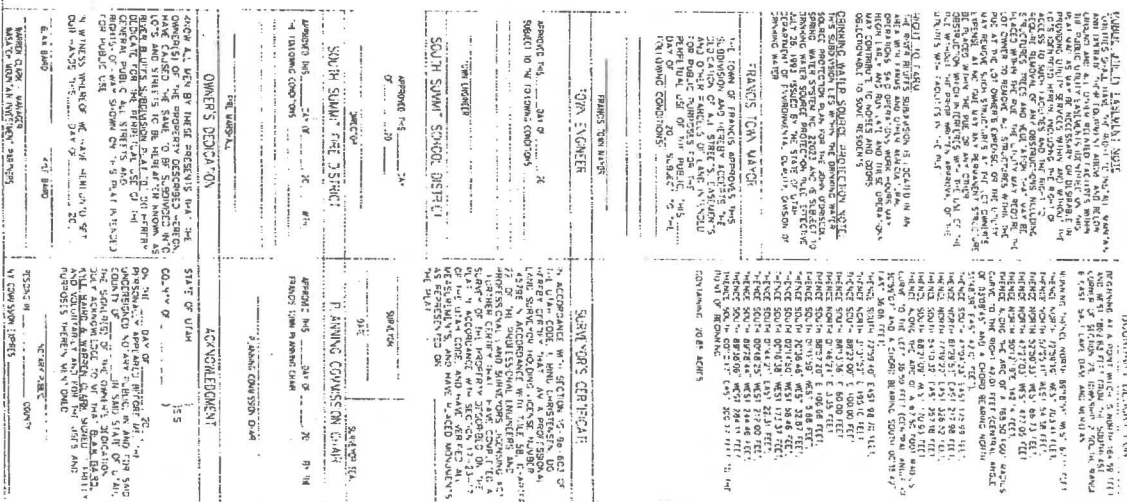
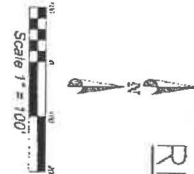
[illegible]

Exhibit C

River Bluff Estates

Architectural Design Guidelines

Effective as of 12/27/2012

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 principles objective of these guidelines is to encourage elements of architectural richness and variety to individual dwellings without allowing overly flashy or ostentatious designs.

Architectural Control Committee

The Architectural Control Committee of the River Bluffs Home Owners Association Inc has the responsibility for reviewing and approving home designs prior to a lot owner applying for a building permit. The Committee's approval includes but is not exclusively limited to the areas discussed in the below guidelines. However, this Committee also has the authority to approve modification of any of the below guidelines if in its sole opinion these modifications are consistent with the overall design philosophy of the development. Maximum consideration should be given to the preservation of the view corridors

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 generally 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

Set-Backs

Following are the minimum set-back requirements:

- 30' minimum front yard and side street set-back (except Lot 1).
- 35' minimum front yard set-back for Lot 1
- 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 Architectural Control Committee.

Height and Variability of Structures

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

- 30' maximum height as defined by the current Francis City Development Code.

Chimneys may exceed these heights. The Architectural Control 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 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 batten, 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 Architectural Control 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 10 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 Architectural Control 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 contrast in value (light to dark). This applies to both paint and stain. White should only be used as an accent or "trim" color.

Plan Submission Requirements sent to the Architectural Control Committee either in printed form or as a PDF file by email:

- A. Site Plan @ 1" = 10' or greater scale and must include the following:
 - 1. Property boundaries
 - 2. Building setbacks
 - 3. Easements
 - 4. Building footprints (including garages, accessory buildings)
 - 5. Hard surface areas (driveways, patios, decks, walks and steps)
 - 6. Fences, walls and retaining walls
- B. Front, sides and back Elevations @ 1/8" = 1' or greater scale and must include the following:
 - 1. Exterior building materials (approximate representation and notes on drawings)
 - 2. Roof pitches
 - 3. Window and door configurations
 - 4. Dormers, skylights
 - 5. Elevation of the roof from the highest point of the roof to the top of foundation with an estimate of height of the foundation above the lot's natural grade.
- C. Building Floor Plans.
- F. Landscape Plan—note landscaping must be installed within 90 days of occupancy or no later than May 31 if occupancy is received between September and March. Please include a plan for the following:
 - 1. Plant materials at size within 5 years
 - 2. Paving materials (walls, pools, play areas, patios, etc.)
 - 3. Fences and walls
 - 4. Exterior landscape lighting
 - 5. Rocks and retaining walls

