

CC&Rs Summary Sheet Lakota Ridge Subdivision

The following is a summary of some key provisions of the CC&Rs, made available for easy reference. This summary does not reflect all provisions of the CC&Rs, only selected, key items. This summary does not replace the actual recorded document, which shall prevail in all instances.

1. Community: Lakota Ridge Subdivision, St. George, Utah. Lakota Ridge is a single family subdivision, with individually described lots, which are intended to be held in fee title ownership by individuals or entities for the building of a home thereon. Some of the streets in Lakota Ridge are public, most are private, being Common Area. This mixture is a condition of the City entitlement process.
2. Declarant/Developer: Lakota Ridge, LLC.
3. Builder: Declarant has contracted with Ence Bros. Construction, Inc., a.k.a. Ence Homes, to be the exclusive builder and marketer of the lots and homes in Lakota Ridge.
4. During the development phase, the provisions of the CC&Rs may not apply to the Declarant.
5. HOA: is Lakota Ridge Owners Association, a Utah non-profit corporation.
6. Common Area: there are common areas throughout Lakota Ridge, which common areas are to be held in fee title by the Association. The primary Common Area is a recreation area, including, but not limited to a pool and spa, a putting green area, and walking trails.
7. Limited Common Area: generally, inasmuch as homes are to be built on "lots," not building pads, there may not be any limited common area in Lakota Ridge.
8. By-laws exist and provide direction for the operation of the Association operations. Notwithstanding, the CC&Rs may provide additional and clarifying language pertaining to the implementation and execution of the By-laws. Reference to both documents is essential for Board administration of the Association.
9. Community Phases: Per the St. George City Preliminary Plat for Lakota Ridge, there are anticipated to be three phases; however, expansion provisions of the Declaration allows for more, if desired by the Declarant.
10. Lots: are intended for fee title ownership, upon which an owner's home may be built, subject to the provisions of the CC&Rs. Lots may not be combined for the building of a single residence without written approval of the Association and subject to all necessary approvals from St. George City.

Article 1 -- Definitions

Article 2 -- Property Rights

- 2.1 Common Area is to be deeded by Declarant to the Association.
- 2.4 The area outside the exterior perimeter of the home built on a lot shall be considered Limited Common Area. An owner may expand his/her home into Limited Common area, subject to Association approval.

Article 3 -- Membership and Voting

Class A -- Each lot owner is a member of the Association. Only one vote per lot is allowed, regardless how many individuals hold a portion of the fee title.

Class B – the Declarant has such membership, having 5 votes for each lot owned. Class B shall continue, at the election of the Declarant, until 100% of the lots have been conveyed to individual owners; such conveyance shall not include a conveyance to a successor or assignee of Declarant.

Article 4 – Finances and Operations

4.2 Acceptance by an owner of a deed to a lot/home automatically creates an obligation to pay the monthly HOA assessment; failure to do so shall invoke the Association's right to lien the owner's lot, for fee(s) owed.

4.3 Monthly assessment shall be established by a budget prepared for or by the Association.

Other assessment may apply at various times and under various circumstances, as approved by the Association.

The Declarant is under no obligation to pay monthly assessments, inasmuch as Declarant has a responsibility to cover short fall between actual expenses and fee revenue, for so long as that condition of short fall may continue.

4.14 Working Capital Fund: At the Close of Escrow, each purchaser/to-be-owner shall be obligated to pay an amount equal to three months assessment to the Association, which amount shall be considered a contribution to the Working Capital Fund or Reserve Fund of the Association. This amount is in addition to regular monthly fees and is a one-time assessment.

Rules: the Association may adopt rules from time to time which may clarify, expand or alter provisions of the CC&Rs. These Rules are as binding as the CC&Rs.

Article 5 -- Insurance

Each owner is responsible for hazard and liability insurance pertaining to his/her own lot/home. The Association shall bear no such responsibility.

The Association shall maintain such hazard and liability insurance pertaining to its common areas, as necessary and prudent.

Article 6 – Architectural Control

Architectural Control is monitored, supervised, and governed by the Association. The AC Committee ("ACC"), which is assigned its membership by the Board, reviews and makes recommendations to the Board for its consideration. The Board has final say in matters pertaining to this Article. All modifications, changes, additions to the exterior of a home or to an owner's lot, including landscaping, must be submitted and obtain approval of the Association in order to be allowed. This Article sets for the procedure for governing, reviewing and approving matters dealing with architectural matters.

Article 7 – Exterior Maintenance

7.1 Each owner is responsible for the exterior maintenance of the home's physical structure.

7.2 The Association shall be responsible for maintenance of Common and Limited Common Areas. This may, at the election of the Association, include front and side yard landscape maintenance.

- 7.4 The Association may by Rule alter the maintenance of Limited Common Areas, adjacent to and lying outside a home on a lot; said alteration shall apply to all lots within the Subdivision.

Weed Control: while the Association may contract with a landscape service company to do some weed control, the timely weed control remains with the lot owner.

Article 8 – Use Restrictions

Home Type: Single family homes only. No commercial activity shall be allowed except for private offices/business activity which does not impact the Community. A single family home is for a single family, related by blood, marriage, or operation of law.

- 8.1 Business and Sales by the Declarant: certain provisions of the CC&Rs shall not apply to Declarant's business, sales and marketing of the lots/homes within the community.
- 8.2 General Use Restriction: All construction in the Subdivision shall be of new construction; no manufactured housing, mobile home trailers, park models, etc.
- 8.3 Signs: Only one "For Sale" sign is permitted on any lot. However, no owner shall post a "For Sale" sign on a lot/home during the period of time in which the Declarant is undertaking the promotion, sale and marketing of the community. No "For Rent" signs shall be permitted at any time. No commercial signs of any type shall be permitted.
- 8.5 Household Pets: No livestock shall be allowed. No breeding and/or sale of pets or animals. No more than two approved animals, dogs or cats. Dogs shall be on a leash at all times when not in the owner's home. Dogs shall not be allowed to run free, without supervision. Dogs shall not be allowed to live in dog runs in rear or side yards. Owners are responsible to keep their dogs from being a nuisance, noise and otherwise. Owners are responsible to clean up feces of their dogs immediately following. Cats are intended to be indoor animals and not allowed to roam the community at will.
- 8.6 Hazardous Activities: as such may be defined by law or community rule, are disallowed at all times in the community.
- 8.7 Use of Common Areas: Each owner shall be entitled to use of the Common Areas, subject to Rules of the Community and being current in payment of monthly assessment fees. Declarant may make use of the Common Areas in the conduct of his business activities within the Subdivision.
- 8.8 Parking: a motorhome, RV, camper, boat, may be parked on an appropriate concrete parking pad in the side yard of the home, behind a screening gate/fence enclosure. Parking of recreational vehicles for loading and unloading is extremely limited in duration on driveways and the community streets.
- 8.8.4 Garages are to be used for the parking of operational vehicles of the owner, not as storage for household items, the storage of which items would preclude the parking of the owner's vehicles in the garage(s).
- 8.8.5 Motorbikes and Similar/Other Recreational Vehicles/Equipment: shall only be operated by licensed individuals and may only be operated in Association-approved areas, if any.

8.9 Landscaping: Front and side-yard (to a point 20 feet from the home's front setback) landscaping shall be installed by the Declarant prior to Closing. The owner shall have six-months from Closing to install and complete the remainder landscaping of the sides and rear yard, which installation plan must be approved by the Association.

Planting and Gardening: alternatives shall first obtain the approval of the Association.

8.10 External Apparatus, Television Antennae: Antennas: No radio antennas shall be allowed. All other antennae shall require the approval of the Association unless installed initially by the Declarant.

8.12 Garbage: shall be collected in City-approved containers, which shall be kept out of the front set-back of the home and not visible from the street.

8.14 Oil and Mineral: No mining or drilling of any kind shall be allowed.

8.16 Leases: an owner may lease his home, but may not lease his lot, without a home thereon. The owner shall be responsible to make certain that his/her lessee is presented with copies of the CC&Rs, By-laws, and community Rules and the owner's lease shall provide evidence that the lessee has so received such documents, read them and is willing to abide them as a condition to the lease of the property. The Owner, notwithstanding his/her lease with a lessee shall be fully responsible for the conduct of the lessee while occupying the owner's home, under provisions of a lease. The owner will be the party with whom the Association deals with respect to violations; penalties and/or fines shall apply to the owner. **NO RENTAL SIGNS ARE ALLOWED ON A LOT OR IN A HOME, AT ANY TIME.**

8.17 Violation Constitutes a Nuisance: any violation of the CC&Rs may constitute a nuisance and therefor subject an owner to certain provisions of penalty as contained in the CC&Rs.

Article 9 – Walls (Separation Walls)

9.3 Repair and Maintenance: Walls are owned by lot owners. Fences are meant to be installed "on a property line separating lots." Maintenance of the inside face of a fence belongs to the owner whose lot the inside face encloses. The other face belongs to neighboring lots. However, if the actions of an owner cause damage to a fence, that owner alone shall be responsible for the repair of the wall, regardless of wall face. Changes or additions to walls shall require the prior approval of the Association.

Article 10 – Design Restrictions

10.1b Permitted and Required Structures: only single family detached homes are allowed, with a minimum of a two-car garage.

10.1c Minimum Area: No less than 1,500 square feet of living area shall be required.

10.1e Height of Home: shall not exceed 35 feet.

10.1g Facades/Elevations: shall be stucco, brick, stone with accents of one or all of the three.

10.1h Garages: Each home shall not have less than a two-car garage and shall not have garages to house in excess of four cars. Garages are intended for the parking of

operational vehicles and not for the storage of furniture and related household items, such that an owner's operational vehicles need to be parked on the driveway, rather than in the garage space.

- 10.1i Roof Material: shall be tile; shake or asphalt roofing shall not be allowed.
- 10.1j Reflective Exterior Surfaces or Materials: Reflective materials are not allowed. Sheet metal, if used, must be colored or painted to match the material to which it is attached.
- 10.1k Colors: shall be earth tones.
- 10.1m Temporary Structures: no RV, camper, boat, or such shall at any time be used for habitation on a short or long-term basis.
- 10.1n Accessory Buildings: are not allowed; any such must be built as part of the home.
- 10.1p Sight Obstructions: No fence shall be taller than 6 feet. No fence shall obscure view lines of a neighboring lot nor impair visual safety pertaining to community roadways and/or neighboring driveways.
- 10.1r Retaining Walls: are limited to 5 feet, unless installed by Declarant in the initial construction.
- 10.1s External Illumination: shall be so installed and arranged as to not reflect or cast light upon adjacent lots/homes.
- 10.1t Antennas: No radio antennas shall be allowed. All other antennae shall require the approval of the Association unless installed initially by the Declarant.
- 10.1u Air Conditioning: shall be screened from neighboring lots and/or street view.
- 10.1v Utility Meters: shall be placed as inconspicuously as possible.
- 10.1w Mailboxes: only cluster mailboxes are allowed.
- 10.1x External Apparatus: No awning, canopies, shutters, etc., shall be allowed without the approval of the Association.
- 10.1y Slope and Drainage: Established slope ratios which may exist between lots and within the community shall not be compromised intentionally or unintentionally by virtue of activities or lack thereof by an owner which may affect drainage upon or to an adjoining lot.
- 10.2 Soils Tests: Declarant has caused to be performed all required geotechnical tests to determine soils condition. Said tests may or may not have been specific to a given lot.

Pools and Spas: shall in every instance require the approval of the Association, except as installed as part of the original construction by the Declarant. An owner obtaining permission for a pool or spa shall be fully responsible for any damage to community or neighboring properties as a result of leaking water.

Article 11 – Easements

Certain easements are operative within the Subdivision. Generally these fall into two categories: public and easements of access to the Association. Public easements pertain to each to accommodate utilities and access for maintenance, repair and upgrade. Public easements also pertain to emergency service access and operation. Association easements allow for the reasonable access to the common and limited common areas which may affect a given lot.

11.6 Owner Easement of Enjoyment: see section in CC&Rs.

Article 12 – Amendment

The Declarant, until all lots are sold to third parties for the building of a home, shall have and reserves a unilateral right to amend the Declaration.

Article 13 – General Provisions: Items dealing with *rule of law*; see for specific reference.

Article 14 – Assignment of Rights: All rights pertaining to Declarant by reason of the Declaration may be assigned in whole or part and shall be evidenced by a written instrument to be valid.