

## CC&Rs Summary Sheet Olive Grove 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: Olive Grove Subdivision, St. George City, Utah. This is a single family subdivision, having both public and private (Common Area) streets.
2. Developer/Declarant: Olive Grove Development Co., LLC ("OGD"). Developer undertook to sell, transfer, assign its rights and privileges under the Declaration to Olive Grove, LLC ("OGLLC"). OGLLC thereupon became the substitute/alternative Developer/Declarant under provisions of the Declaration.
3. Builder: Developer OGLLC 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 Olive Grove.
4. During the development and marketing phases of Olive Grove, certain provisions of the CC&Rs may not apply to the Declarant.
5. HOA: Olive Grove Owners Association, a Utah non-profit corporation.
6. Common Area: there are common areas throughout Olive Grove, which common areas are to be held in fee title by the Association.
7. Limited Common Area: generally, inasmuch as homes are to be built on "lots," not building pads, there may or may not be any limited common area in Olive Grove.
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 Olive Grove, there are anticipated to be two phases; however, expansion provisions of the Declaration allow for more, if desired by the Developer.

### Article 1: Use Restrictions

- 1.1 Land Use and Building 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.
- 1.2 Lot Size: Per plat. Lots may be combined for the building of a single residence, but such shall require written approval of the Association and shall be subject to all necessary approvals from St. George City. Soils: Developer 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.
- 1.3 Care and Maintenance of Lot: Notwithstanding the HOA may undertake the front and side-yard landscaping maintenance, the responsibility for maintaining a lot, as required by the Declaration, shall be the owner's duty.
- 1.4 Care and Maintenance of the Common and Limited Common Area: Front and side-yard care of landscaped area is to be performed by the Association, until such time, after Developer turns over the community to the Association, as the owners

- may vote to discontinue said service. shall be performed by the Association.
- 1.5 Easements: exist as part of each lot to accommodate City-related services.
  - 1.6 No Hazardous Activities: are disallowed at all times in the community.
  - 1.7 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.
  - 1.8 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.
  - 1.9 Nuisances: 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.
  - 1.10 Safe Conditions: shall prevail in the use of any lot/home withing the community.
  - 1.11 Oil and Mining Operations: No mining or drilling of any kind shall be allowed.
  - 1.12 Animals, Livestock, Poultry, Agriculture (Pets): No livestock. No breeding and/or sale of 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.
  - 1.13 Garbage and Refuse Disposal: 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.
  - 1.14 Water Supply: no private water systems are allowed; only public culinary service.
  - 1.15 Sewage: no septic tanks are allowed; only city waste water treatment connections are permissible.
  - 1.16 RV's, Boats, and Vehicles: No such vehicle shall be parked on any lot except in a garage or on a screened, cement pad in the side-yard of a home. Inoperable motor or recreational vehicles may not be stored on any lot.
  - 1.17 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.
  - 1.18 Business and Sales by the Developer: certain provisions of the CC&Rs shall not apply to Developer's business, sales and marketing of the lots/homes within the community.

## Article 2: Architectural Control

Architectural Control is monitored, supervised, and governed by the Association. The AC Committee, 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.

2.3 Design Restriction:

- (c) Minimum Area: No single family home, being one level, shall have less than 1,400 square feet of living area.
- (d) Setbacks not less than: Front, 20 feet; side yards, 5 feet; rear yard, 10 feet.
- (e) Height of Home: shall not exceed 32 feet.
- (g) Facades: shall be stucco, brick or stone, or combination thereof.
- (h) Roof Material: shall be clay or concrete tile.
- (j) Colors: shall be subdued earth tones.
- (m) Driveways and Parking: Driveways shall accommodate not less than two motor vehicles.
- (n) Fences and Sight Control: 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.
- (o) Fences: shall be of concrete block, of a color as determined by HOA guidelines. Fences 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. Retaining walls are limited to 5 feet, unless installed by Developer in the initial construction.
- (p) Outdoor Lighting: shall be so installed and arranged as to not reflect or cast light upon adjacent lots/homes.
- (q) Antennas: No radio antennas shall be allowed. All other antennae shall require the approval of the Association unless installed initially by the Developer.
- (r) Air Conditioning: shall be screened from neighboring lots and/or street view.
- (s) Utility Meters: shall be placed as inconspicuously as possible.
- (t) Mailboxes: only cluster mailboxes are allowed.
- (u) External Apparatus: No awnings, canopies, shutters, etc., shall be allowed without the approval of the Association.
- (v) Landscaping: Front and side-yard (to a point 20 feet from the home's front setback) landscaping shall be installed by the Developer 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.
- (w) 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.
- (z) 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 Developer 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.

Article 3 – Owners Association: 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 Developer has such membership, having 5 votes for each lot owned. This Class B shall remain in effect for seven (7) years or until all lots have been conveyed by the Developer to third parties for the building of a home on said lots. The seven year period is estimated to expire approximately January 2012.

3.3 Board of Directors: there shall be at least 3 members of the Board. Developer may act and/or appoint directors to the Board for so long as Developer holds title to a single lot for the purpose of sale/building, or until such time as Developer elects to transfer management control to a Board elected by the Association members.

13. Article 4 – Finances and Operations

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

Article 5 – (Inadvertently left out of numericalization by the legal drafter of the Declaration)

Article 6 – Duration, Enforcement, Amendment

6.2 The Developer may have a unilateral right to amend the Declaration, for so long as Class-B membership exists.

NOTE: THERE IS ONE (1) SUPPLEMENTAL AMENDMENT TO THE CC&Rs, WHICH IS AN ANNEXATION OF PHASE 2. ITS SUBSTANCE IS BASICALLY REPRESENTED IN THE FOREGOING. IF SUCH MODIFICATIONS APPEAR TO BE IN CONFLICT, THE AMENDMENT DOCUMENT SHALL PREVAIL.

ADDITIONALLY, BY ACTION OF ST. GEORGE CITY IN REGARD TO THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S LAKE POWELL-PIPELINE AND RELATED WATER PLAN, AN OWNER MAY BE SUBJECT TO ADDITIONAL WCWCD-RELATED FEES IF LANDSCAPE AREA IN/ON A GIVEN LOT EXCEEDS WCWCD'S STATED ALLOWANCES AND POLICIES.

Article 7 – Rights of First Mortgages

Refer to content, directly.

Article 8 – Condemnation

Refer to content, directly.

Article 9 – Annexation of Additional Land

For so long as Class-B Membership is held by the Developer, Developer may annex additional portions of land to Olive Grove.

9.3 Developer has a reserved right to unilaterally amend the Declaration and/or Plat subject to provisions of this Section.

Article 10 – Lease Provisions

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 (TO BE VISIBLE FROM THE EXTERIOR OF THE HOME) , AT ANY TIME.**