

CC&Rs Summary Sheet Primrose Pointe 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: Primrose Pointe Subdivision, St. George, Utah. Primrose Pointe 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. All streets within Primrose Pointe are public dedicated streets.
2. Declarant/Developer: Ence Bros. Construction, Inc.
3. Builder: Declarant as a licensed general contractor, a.k.a. Ence Homes, shall be the exclusive builder and marketer of the lots and homes in Primrose Pointe.
4. During the development phase, certain provisions of the CC&Rs may not apply to the Declarant.
5. HOA: is Primrose Pointe Homeowners Association, a Utah non-profit corporation.
6. 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.
7. Community Phases: Per the St. George City Preliminary Plat for Primrose Pointe, there are anticipated to be four phases; however, expansion provisions of the Declaration allows for more, if so elected by the Declarant.
8. 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 Owners Easement of Enjoyment: Refer to this Section for a lengthy listing.
- 2.2 Delegation of Use: An owner may delegate the use of his property to family, renters, etc. All such delegation of use shall include provision for the delegated party or entity to abide by the provisions of the Declaration and/or the Rules of the Community.
- 2.3 Common and Limited Common Areas: It is not the intent of the Declarant that there be Common Areas associated with Primrose Pointe. If there are any, by virtue of platting or City entitlement processes, such common areas shall be conveyed by the Declarant to the Association. It is not the intent to have limited common areas.
- 2.4 Rules: The Association may adopt Rules which clarify, expand, or delete provisions of the CC&Rs, unless specifically restricted from so doing. An owner is bound to follow such Rules as though there were part of the recorded CC&Rs.

Article 3 – Membership and Voting Rights

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 90% 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 – Covenant for Maintenance Assessments

- 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 Basis and Maximum of Annual Assessment: The maximum annual assessment shall be \$1,200, with a maximum increase in any year to be 15% or less of the previous year's recalculated maximum. Actual annual assessment does not have to equal the stated or calculated maximum annual assessment. The actual annual assessment shall be established by an official HOA budget prepared for or by the Association for the purposes of presentation and approval by its Members.

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.

- 4.10 Effect of Non-Payment of Assessments: Failure of an owner of monthly assessments can result in fines and/or the filing of a lien against the owner's property.
- 4.11 Non-use of a property does not release an owner from the obligation of paying monthly/annual assessments.
- 4.14 Working Capital Fund: The language of the CC&Rs provides for the payment of a Working Capital Fee of three months assessment to at close of escrow between the Declarant and Declarant's home buyer. **HOWEVER, UNTIL SUCH TIME AS THERE ARE COMMON AREAS BEING A PART OF PRIMROSE POINTE, THIS FEE IS NOT TO BE COLLECTED.** This amount is in addition to regular monthly fees and is a one-time assessment, if and when applicable.

Article 5 -- Separation Walls and Interior Lot Walls

- 5.1 Separation Walls: These are primarily perimeter walls which separate the community from neighboring properties and developments. A separation wall may be part of the rear wall of a given lot/home. The Association is responsible for the maintenance of the exterior (outer) surface of the separation walls. An owner is responsible for the interior surface maintenance.
- 5.4 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.

- 5.9 Drainage: An owner shall not allow irrigation or other drainage water originating on an owner's lot to drain to a neighboring lot.

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.

6.2 Land Use Restrictions:

- (1) Building Type: All lots shall be used for single family, detached homes, as determined by the Declarant and/or approved by the Association.
- (2) Soils Test: 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.
- (6) See Article 5.
- (7) Mailboxes: only cluster mailboxes are allowed.
- (8) Temporary Structures: no RV, camper, boat, or such shall at any time be used for habitation on a short or long-term basis.
- (10) 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.

(12) Residence Minimum Square Footage and Building Height (as amended):

Lots 20-29	1,800 square feet
Lots 50-53	1,700 square feet
Lots 63-70	1,700 square feet
Lots 54-56	1,800 square feet
Lots 79-86	1,800 square feet
All Others	1,700 square feet

The height of any home shall not exceed 35 feet.

(13) Construction Materials: Facades/Elevations shall be stucco, brick, stone with accents of one or all of the three. Exterior colors shall be earthtones. Roof material shall be tile, flat or “S”. Air Conditioning shall be screened from neighboring lots and/or street view.

(15) Lateral and Subjacent Support 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. An owner shall not permit water originating on his/her lot to drain onto neighboring lots.

(16) Individual Trash Collection Containers: 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.

Roof Material: shall be tile; shake or asphalt roofing shall not be allowed.

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.

Colors: shall be earth tones.

Accessory Buildings: are not allowed; any such must be built as part of the home.

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.

Retaining Walls: are limited to 5 feet, unless installed by Declarant in the initial construction.

External Illumination: shall be so installed and arranged as to not reflect or cast light upon adjacent lots/homes.

Article 7 – Operation and Maintenance

7.2 Maintenance By Owner: So long as the Declarant owns a single lot for the building of a home, the Association shall maintain the Common Areas and the front and side yards-landscape area of each home built upon any lot. The Association may contract with outside service companies for such maintenance. Such maintenance will include minimum and maximum performance levels. An owner is responsible to maintain the landscaping on a lot, not timely covered by these minimums or maximums; and, the owner is responsible for the maintenance of all rear yard landscaping.

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

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

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 – 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.

Article 9 – 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 10 – Annexation of Additional Properties

The Declarant reserves the right to add additional, contiguous parcels of land to be part of Primrose Pointe. Upon such addition, said property(ies) shall be subject to this Declaration.

Article 11 – Use Restrictions

11.1 Residential Use: 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.

11.4 Household Pets Permitted: 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.

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

11.8 Leases Occupancy: 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.**

11.9 Recreational and Other Vehicles: 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.

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.

- 11.11 Nuisances: Any violation of the CC&Rs may constitute a nuisance and therefore subject an owner to certain provisions of penalty as contained in the CC&Rs.
- 11.12 Antennas: No radio antennas shall be allowed. All other antennae shall require the approval of the Association unless installed initially by the Declarant.
- 11.13 Pools and Spas: 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.

Other Provisions of Notable Interest:

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.

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.

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.

Article 12 – General Provisions

This section deals primarily with matters dealing with the rule of law.

Article 13 – Amendment

The Declarant, until the right to expand the subdivision has expired, i.e., 7 years following the first conveyance by the Declarant to a buyer/owner of a completed home on a lot, estimated to be approximately January of 2012, shall have and is vested with a right to unilaterally amend the Declaration.

NOTE: THERE ARE FOUR (4) AMENDMENTS TO THE CC&Rs. THEIR SUBSTANCE IS BASICALLY REPRESENTED IN THE FOREGOING. IF SUCH MODIFICATIONS APPEAR TO BE IN CONFLICT, THE AMENDMENT DOCUMENT SHALL PREVAIL.

THE THIRD AMENDMENT DEALS PRIMARILY WITH CONDITIONS PERTAINING TO WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S LAKE POWELL-PIPELINE AND RELATED WATER PLAN. AN OWNER MAY BE SUBJECT TO ADDITIONAL WCWCD FEES IF LANDSCAPE AREA IN/ON A GIVEN LOT EXCEEDS WCWCD'S STATED ALLOWANCES AND POLICIES.