

CC&Rs Summary Sheet
Red Mountain Estates Subdivision (“RME”)

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: Red Mountain Estates Subdivision, Ivins, Utah. Red Mountain Estates 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. The streets in Red Mountain Estates are public.
2. Declarant/Developer: Stone Canyon at Red Mountain, LC.
3. Builder: the builder of a home on a RME Lot is according to the choice of the Lot Owner. Each Owner will be responsible to see that the selected builder abides by all of the provisions of the CC&Rs. Notwithstanding, the Lot Owner’s right to choose a builder may be relinquished as part of the conditions attendant to the purchase of the Lot.
4. In the event the Declarant, or its individual Members, elects to be the builder on any or all of the Lots it (they) may sell to third parties, certain provisions of the CC&Rs may not apply to the Declarant and/or its Members so electing to build.
5. HOA: Red Mountain Estates Owners Association, a Utah non-profit corporation.
6. Common Area: there are three designated common areas in Red Mountain Estates, which common areas are to be held in fee title by the Association.
7. Limited Common Area: does not exist in RME.
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: there is one phase in Red Mountain Estates; however, expansion provisions of the Declaration allows for more, if desired by the Declarant.
10. Lots: there are 86 individual lots in RME; they are intended for fee title ownership, upon which an owner’s home may be built, subject to the provisions of the CC&Rs.

Article 1 -- Definitions (see Article for specific definition).

Article 2 -- Property Rights

- 2.1 Common Area is to be deeded by Declarant to the Association.
- 2.2 Owner’s Easement of Enjoyment: this sub section outlines the rights of an Owner to the Common Areas.
- 2.3 The HOA has the right to promulgate rules for the governing of the Community and persons within the Community. Such rules may be adopted from time to time for the purpose of clarifying, expanding or altering provisions of the CC&Rs, based on time and circumstance. Such Rules shall be as binding as the language of the CC&Rs.
- 2.6 Combination of lots is not a right. Generally, lots may not be combined for the purpose of building a single residence on the ‘combined lots’ unless prior written approval of the Association is received. If approval is granted, the

applicant/Owner shall, in addition to the provisions of the CC&Rs, be subject to all necessary entitlements and approvals required by Ivins City. Such an approval, or denial, when given by the Board, shall be according to the sole discretion of the Board.

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 (or as otherwise provided in this Article); such conveyance shall not include a conveyance to a successor or assignee of Declarant.

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.

4.2 The purpose of Assessments is for the promoting of recreation, health, safety and welfare of the residents/Owners

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.

4.8 A uniform rate of assessment shall apply from lot to lot/home to home. As of 2010, the monthly fee is \$95.00.

4.13 Working Capital Fund: At the Close of Escrow, each purchaser/to-be-owner shall be obligated to pay an amount equal to two 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.

Article 5 -- Insurance

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

The Association shall maintain such hazard and liability insurance pertaining to the Common Areas and improvements thereto, if any, as necessary and prudent.

Article 6 – Architectural Control

Architectural Control is monitored, supervised, and governed by the Association Board or, as appointed by the Board, the Architectural Control Committee ("ACC"). The 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 to the Board and/or ACC

for review and subsequent approval or denial. This Article sets for the procedure for governing, reviewing and approving matters dealing with architectural matters. Specifically, the following is called out in this Article:

- a. Building height shall not exceed 20' for a single level home and 22' for a walk-out basement home, as measured from the top of the foundation to the highest structural point on the roof;
- b. Roof pitch shall not exceed 4/12.
- c. Exterior must be of synthetic stucco, accented by rock/stone.
- d. Colors are to be earth tones.

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 Areas. This may, at the election of the Association, include front and side yard landscape maintenance.
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

- 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 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. All construction in the Subdivision shall be of new construction; no manufactured housing, mobile home trailers, park models, etc.
- 8.3 Building Location: not less than...25' front setback; 10' rear yard setback; 10' side yard and 8' side yard.
- 8.4 Minimum Square Footage of Living Area: 2,000 square feet, not including porches, patios, or garages.
- 8.5 Construction Materials:
 - a. Style of home design shall conform to Southwester, Santa Fe, Adobe, Desert, High Desert, and Desert Contemporary.
 - b. Exterior Construction Materials: synthetic, earth tone, stucco with accent of rock/stone veneer.
 - c. Roof pitch shall not exceed 4/12 ptich.
 - d. Roofing materials shall be limited to concrete or slate tile. Roof top vents must be painted to match roof color.
 - e. No roof mounted air-conditioners shall be allowed.
 - f. Roof gutters are to be constructed into the roof structure and down spouts run with the walls.
 - g. Plumbing vents shall be "ganged" to minimize visual impact.
 - h. Sheet metal flashing/pipes must be painted to match the surface with which they are associated.
 - i. Colors: subdued earth tones. White is prohibited, as are pastels and high

- gloss finishes.
- m. Owners are responsible for all drainage created upon his/her/its Lot, and any damage caused thereby.
- 8.6 Driveways: shall be of concrete or other HOA approved hard material. Garages are intended for the parking of vehicles, and should not be used for storage which prevents such use.
- 8.7 Recreational and Other Vehicles: No recreational vehicle, boat, camper, etc., shall be parked in a driveway for more than 48 hours in any 7-day period.
Recreational vehicles may be parked in the side yard of a Lot, behind the front foundation line of the home; a screening gate, as approved by the HOA, shall be required to screen the view of the recreational equipment so-parked in the side yard.
Notwithstanding the RME streets are public, an Owner shall not park recreational equipment as covered by this sub section on the street.
- 8.8 Signs: one sign of not more than four (4) square feet may be posted in the front setback of a home for the specific purpose of advertising the home "For Sale." "For Rent" signs are prohibited, as are any signs indicating commercial activity.
- 8.10 Pets: No more than 2 pets shall be allowed. Such pets shall not be used for commercial breeding.
Each of the pets must be registered with the Association; they must be current on required health department shots. Failure to register may result in a \$250 fine.
- 8.13 External Apparatus: Awnings, canopies, shutters are not allowed without prior written approval of the Board/ACC.
- 8.14 External Television Antenna: No roof mount antennas shall be allowed. A satellite antenna shall not exceed 20" and the placement thereof is to have ACC approval.
- 8.18 Lease Occupancy: This sub section is important and because of it's length, the reader of this Summary is referred to the detail of the sub section.
- 8.20 Front and Rear Landscaping: Front landscaping is to be complete prior to occupancy of the home; in no case shall the completion of the Front Yard Landscaping be later than 30-days following the issuance of Ivins City Certificate of Occupancy. Rear and side yard landscaping are to be complete not later than 120 days following occupancy, if not already complete at the time of occupancy.
- 8.25 Motorbikes, etc: All motorbikes, trail bikes, three-wheeled powered vehicles, automobiles, and trucks, among others, are to be driven only by individuals with State licenses. Such vehicles are only to be driven on public streets and are specifically prohibited from Community Common Areas and any portions of the lots within the Community. Said use on the public streets shall be for ingress and egress and not for recreational use.

Article 9 – Walls (Separation Walls)

- 9.4 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.

Article 10 – Adjacent Public Lands

RME is bordered on its north by State of Utah Public Lands. Notwithstanding Lots 29 through 40 border said Public Lands, it shall be prohibited that any Owner of any such lot shall access the Public Lands through an opening in the rear yard fence or that any apparatus of any kind be used to gain such access over or under said fence.

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.

Article 12 – Expansion

The Declarant has the right to expand RME into any adjacent property to RME.

Article 13 – General Provisions

The items of this Article deal with the *rule of law*; see Article for specific reference.

Article 14 – 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 15 – Assignment of Powers

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.

Article 16 – Washington County Water Conservancy District (“WCWCD”) Restriction

RME is part of Ivins City. As such it is subject to certain restrictions of WCWCD. These restrictions have to do with the use of water for household, recreational, and irrigation purposes.