

## **Language deleted from POA Covenants by attorney:**

Deleted from paragraph 1: "until 1998, after which time the same shall be extended for successive periods of ten (10) years each."

### **3. Architectural Control and Planning Committee**

All plans and specifications for any building or swimming pool, or for any improvements, storage shed, fence, wall or other structure whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing, before any such work is commenced, of the Architectural Control and Planning Committee (herein called "Committee"), as the same is from time to time composed.

The Committee is composed initially of three (3) members to be appointed by the Board of Directors of Castle Valley River Ranchos Property Owners Association (herein referred to as "Association"). Any vacancy, whether arising from resignation, removal or death of a member, shall be filled by the Board of Directors of the Association. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the Development. There shall be submitted to the Committee two (2) complete sets of plans of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained.

The Committee shall approve or disapprove plans within thirty (30) days from the receipt thereof. One (1) set of said plans with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee.

The Committee shall have the right to disapprove any plans submitted to it as aforesaid in the event such plans are not in accordance with all of the provisions of these Restrictions, if the design or color scheme of the proposed improvement or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans submitted are incomplete, or in the event the Committee deems the plans or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Notwithstanding any thing to the contrary contained in this Declaration, the Committee shall not have the right to approve or disapprove any improvements other than single family residential improvements, and non-single family residential improvements shall not be bound by the Restrictions imposed by this Declaration.

### **4. Size and Placement of Structural Improvements**

Every residence, dwelling and/or summer cabin constructed on the lot shall be constructed to contain a minimum of twelve hundred (1,200) square feet of full enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports, and other outbuildings).

Each lot shall have the following setbacks which limit the extent of the portion of such lot upon which any improvement can be constructed without the express approval of the Committee. The following dimensions shall govern for front, side, and rear setbacks on all lots:

- (a) Thirty (30) feet from the front line of each lot fronting on a publicly dedicated road, or thirty (30) feet from the easement line for lots fronting on private roads on which street easements are imposed;
- (b) Ten (10) feet from side lines; twenty (20) feet from street side of corners;
- (c) Fifteen (15) feet from rear lot lines.

## 5. General Restrictions and Requirements

The following general restrictions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Development:

(a) All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system approved by the Grand County Health Department.

(b) No stripped down, partially wrecked, or junk motor vehicle, or sizable part thereof, shall be permitted to be parked on any street in the Unit or Development, or on any lot in such manner as to be visible to the occupants of other lots within the Unit or Development or to the users of any street therein.

(c) Every tank for the storage of fuel installed outside any building in the Unit or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Unit or Development at any time except during refuse collections.

(d) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(e) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement in the Unit should not be maintained as required herein, the Association may perform the necessary work, the cost of which shall be added to and become a part of the annual charge to which said lot is subject.

(f) No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(g) No tree in excess of four (4) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee.

(h) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(i) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(j) Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to, and written permission from, the Committee.

(k) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot, street, or other area in the Unit or Development except in areas specifically designated (if any) on the Map as "Dump and County Maintenance Yard".

(l) No improvement which has been partially or wholly destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(m) Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement.

## 6. Variances

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance

such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of size and setback requirements may be granted hereunder, if in conformance with all applicable regulatory agency requirements.

7. ... [1] Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Development shall become a member of the Castle Valley River Ranchos Property Owners Association, herein referred to as "Association"; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of any obligation to pay money, e.g. mortgages, deeds of trust, or seller's interest under any real estate contract purchases.

[2] Each member shall be entitled to one (1) vote for each lot owned by said member; provided, however, that in no event shall there be more than one (1) vote per lot regardless of the number of co-owners of said lot. Each member shall be entitled to cast his votes in person or by proxy. The general purpose of the Association is to further and promote the community welfare of property owners in the Development.

[3] Subject to the authority, rights and duties of any community service, assessment or maintenance district, and the County of Grand, the Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks within the Development, if any, and the appurtenant drainage and slope easements (if any) reserved by Declarant. The Association shall also be the means for promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Development as it may from time to time own.

[4] The Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Development uniform annual charges as set forth in its By-Laws of not less than thirty dollars (\$30.00) or more than one hundred dollars (\$100.00) per year; provided, however, that no such charge is or shall be levied against or payable by the Association itself, or any corporation that may be created to acquire title to and operate any utilities servicing the Unit or Development.

[5] Every such charge shall be paid by the member to the Association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of any changes in the charge so fixed or the date of payment shall be sent to each member. No notice need be sent in the absence of a change from the prior year. Said charges shall remain a lien upon the property of the respective member until paid.

[6] In the event any member fails to pay any such charge when due and the same has been delinquent for thirty (30) days, the Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the office of the County Recorder of Grand County, Utah.

[7] Such recorded notice shall embody said resolution and state the rate of the charge, the time payable, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the office of the County Recorder of Grand County, Utah, a release or releases of lien with respect to the property for which payment has been made. Full receipts shall be issued to lot owners upon payment.

[9] All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date the charge giving rise to such lien becomes due and payable.

[11] The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Development, as set forth and provided in its Articles of Incorporation and its By-Laws.

## **8. Ownership of Streets**

Each of the streets in the Unit designated on the Map, except as otherwise specified, will be a private street. Declarant hereby states, for itself, its successors and assigns, that it has conveyed or will convey its ownership of the streets and roadway easements and of those areas designated as park easements (if any) on the Map of the Unit to the Castle Valley River Ranchos Property Owners Association.

The Association may dedicate any private street and/or appurtenant easements, if any, to any appropriate governmental subdivision, and upon acceptance by such governmental subdivision, the Association shall no longer have any ownership or control of the property so dedicated; provided, however, that any such dedication must be approved by the vote or written consent of two-thirds (2/3) of its members entitled to vote.