

LE RUISSEAU HOMEOWNER'S ASSOCIATION DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS

The LE RUISSEAU HOMEOWNER'S ASSOCIATION, INC. was or will be formed to represent ten (10) Owners (hereinafter "Owner" or "Owners") of subdivision lots and each Owner's undivided fractional interests in the park area and other common areas shown on that certain Subdivision Plat as recorded this date prepared by LarWest Engineering (hereinafter the "Project"), owned in common by the ten Owners located generally in the vicinity of 600 East 200 North, Logan, Utah, more particularly described as:

Part of the Southeast Quarter of Section 34, Township 12 North, Range 1 East, Salt Lake Base and Meridian described as follows:

ENT 733230 BK 931 PG 578
DATE 17-FEB-2000 9:29AM FEB 25 2000
MICHAEL L GLEED, RECORDER - FILED BY MG
CACHE COUNTY, UTAH
FOR ROD ANDERSON

Beginning at a Point which is North 88°11'00" West 148.50 feet (B.R.) and South 2°00'00" West 733.05 Feet (B.R.) from the Northeast Corner of Lot 6 of NIELS MIKKELSEN'S ENTRY as surveyed and platted by Edward Hansen, County Surveyor, on November 14, 1882, said Point of Beginning being in the South Line of 200 North Street and running thence North 88°11'00" West 436.16 Feet (436 Feet B.R.) to the East Bank of the Logan-Hyde Park Canal; thence South 30°47'04" East 142.80 feet; thence South 43°34'34" East 122.04 feet; thence South 77°30'06" East 135.19 feet; thence South 70°11'04" East 71.56 feet; thence North 74°14'04" East 32.58 feet; thence North 63°22'41" East 48.57 feet; thence North 1°12'34" East 220.21 feet (N 2°00' East 200 Feet B.R.) to the Point of Beginning.

Incorporated under the laws of the State of Utah, as a non-profit corporation, its purpose is or will be the exercise of all functions which benefit the Owners of residential homes for the mutual enjoyment and benefit of their home environment.

The Association Management Committee shall consist of three Owners: a President, a Vice-President, and a Secretary/Treasurer which shall also be officers of Le Ruisseau Homeowner's Association, Inc, a Utah non-profit corporation.

These members/officers represent the Owners and are appointed by the Owners for a period of two years unless earlier resignation or incapacity to serve. Compensation is decided by the Owners as a group and these funds are to be collected and paid from the regular monthly assessment provided for herein. Upon majority vote of the Owners, the services of a professional management company may be retained to accomplish all or some of the duties of the Le Ruisseau Homeowner's Association, Inc. or the Association Management Committee provided for herein.

Until the completion of all nine new dwellings in the Project, the undersigned declarant, Helen Leyrer, the land owner before sale of the lots, will act as the Association Management Committee until the first Association Management Committee meeting is held and the Association Management Committee and Officers of Le Ruisseau Homeowner's Association, Inc. are appointed following the completion, sale, and transfer of ownership of

all lots in the Project. Thereafter annual meetings will be held on the third Monday of January each year.

1. The Le Ruisseau Homeowner's Association, Inc. (hereinafter "Homeowner's Association") shall constitute a legal entity capable of exercising the following authority and powers:

a. The authority, without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the common areas and in areas of the living units and other private areas of the Project is herein reserved.

b. The authority to execute and record, on behalf of all the Owners, any amendment to this Declaration or the aforementioned Subdivision Plat which has been approved by the vote or consent necessary to authorize such amendment.

c. The authority to enter into contracts which in any way concerns the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained.

d. The authority to establish such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association Management Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interest of the Owners.

e. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Homeowner's Association and Association Management Committee to perform its functions as agent for Owners with regard to the Project.

f. The authority to assess and collect equally from each Owner the necessary fees for all common areas as the following: Maintenance and Repair of Private Roads within the Project; Snow Removal; Landscape Maintenance & Payment of Taxes on the Common Areas in the Project; Liability/Accident and Error or Omission Insurance for Association Management Committee in their capacity as representatives of Owners; and Association Management Committee Compensation or to retain a professional management company to perform those duties as provided above. In addition monthly Water Fees will be assessed evenly as there is a common water meter. The existing house on Lot #9 of the Project has its own water meter and will pay its own meter billing; thus the assessment for the Owner of Lot #9 of the Project will be less than the other Owners. Payment of these fees is mandatory for each Owner. The failure to pay said assessment by any Owner may result in a lien against that Owner's property in favor of the Homeowner's Association and foreclosure of that lien by the Homeowner's Association for non-payment. These assessment fees may fluctuate as the costs for same increase or decrease.

g. The power and capacity to sue and be sued.

2. Only Owners or their agents designated in writing who occupy a residence in the Project shall be eligible for Homeowner's Association membership; with one voting membership for each lot in the Project.

3. In the event a Homeowner's Association or Association Management Committee position becomes vacant for any cause, the remaining Owners shall elect a replacement until the expiration of the term for which the member/Officer being replaced was elected. Any Homeowner's Association or Association Management Committee Member may at any time be removed with or without cause by the vote of a majority of Owners.

COVENANT FOR MAINTENANCE ASSESSMENTS

4. A Notice of Assessment containing a regular monthly assessment including a dollar amount assessed for reserves as a safeguard will be sent to each Owner by the Association Management Committee.

5. Special assessments for capital improvements such as private road and other common area maintenance/repair may be made from time to time by the Association Management Committee. These assessments (regular and special) are personal obligations of the individual Owner of the lot in the Project at the time the regular or special assessments become due.

6. It is agreed that all such assessments run with the individual lots with late fees, interest, attorney's fees and collection costs, being a charge on the lot and a continuing lien upon each lot in the event of future sale or forced sale of the lot in the Project.

7. Each monthly regular assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the lot in the Project against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid regular or special assessments may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a lot plus interest at eighteen percent (18%) per annum plus late fees, and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of a notice of assessment as provided by law. The said lien for nonpayment of assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

a. Tax and special assessment liens on the lot in favor of any assessment, and special district; and

b. Encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

8. A purchaser of a lot in the Project shall be jointly and severally liable with the seller for all unpaid assessments against the lot up to the time of the grant or conveyance,

without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. A certificate executed and acknowledged by the Association Management Committee stating the unpaid assessments then outstanding with respect to a lot shall be conclusive upon the Association Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner, prospective Owner of a lot upon request at a reasonable fee not to exceed Ten Dollars (\$10.00).

9. Upon payment of delinquent assessments concerning which a Notice of Assessment has been recorded or other satisfaction thereof, the Association Management Committee shall cause to be recorded in the same manner as the Notice of Assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale of the lot by the Association Management Committee or by a bank or trust company or title insurance company authorized by the Association Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

10. Logan City may initiate action for repair and maintenance of common areas in the Project. However, any unexpected repair of common area improvements (regular and special assessments excluded) may be overruled by a vote of no less than two-thirds (2/3) of the votes of Owners (7 of the 10 lots in the Project) who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice of such a meeting shall be sent to all Owners at least fifteen (15) days in advance and shall set forth the purpose of the meeting. Emergency situations would require the majority vote of those present.

11. The quorum required for any action at a meeting of the Homeowner's Association shall be sixty (60%) of the Owners (no less than six (6) of the ten (10) lots in the Project in person or by proxy). Subject to notice requirements, if the required quorum is not present at any meeting, another meeting may be called with due notice.

12. There shall be no assessment to a lot for the first thirty (30) days after a Certificate of Occupancy is issued by Logan City for a newly constructed dwelling or transfer of title with a lot sale. There shall be no assessment to any lot until it is sold or transferred to a purchaser other than Helen Leyrer.

ARCHITECTURAL CONTROL COMMITTEE & LOGAN CITY PLANNING REVIEW

13. REVIEW BY COMMITTEE: No exterior addition to or change or alteration to a dwelling, a fence or wall within the Project may be constructed until the following is approved: Presentation of satisfactory plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association Management Committee, or by their appointment of an architectural committee composed of three (3) Owner representatives. In the event the

Association Management Committee or its designated architectural committee fails to approve or disapprove such design and location within thirty (30) days after satisfactory plans and specifications have been submitted to it by Owner, it shall be deemed approved.

14. EASEMENTS: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat and over the rear ten (10) feet of each lot in the Project which extends to the canal water. Within these easements, no structure, planting, or other object shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements.

15. NUISANCES: No noxious or offensive activity shall be carried on upon any lot in the Project which may become an annoyance to the neighborhood. No clothes drying or storage of any unsightly articles in the Project in the opinion of the Architectural Control Committee will be permitted, including but not limited to:

a. No automobiles, trailers, boats or other vehicles are to be parked on the private street. Repair of automobiles or other vehicles, appliances and other kinds of machinery, and repairs to and refurbishing of furniture, etc., shall not, except for necessarily short periods of a few hours (four hours or less), be carried out in the view of the general public.

b. No mobile homes are permitted.

c. Pets: Dogs, cats, or other household pets permitted when not kept, bred or maintained for any commercial purposes. These must be restricted in number and to Owner's premises or on leash under handler's control.

d. Signs: No signs of any kind shall be displayed to public view except a small sign advertising the property for sale or rent. The exception are signs used by the building contractor to advertise the property during the construction sales period. A permanent LE RUISSEAU sign will be located at entrance to private road as will necessary required "STOP" and any safety notice signs.

e. Oil/Mineral Operations: No drilling or quarrying of any kind shall be permitted upon any lot.

16. GARBAGE AND REFUSE DISPOSAL: Pickup is from city trash containers. It is advisable that said containers be placed on the private road sidewalk or as required by City, the Prior Evening. These empty containers must be returned to each individual garage and hidden from view by Evening of pick-up day, but no later than 24 hours. After the Fifth Habitual delinquency to this policy, at the discretion of the Association Management Committee, a fine of one dollar per occurrence will be assessed and added to monthly fees.

17. LANDSCAPING Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Association Management Committee or Logan City in compliance with all validly adopted

ordinances. Maintenance of lots beyond that contracted for by the Association Management Committee shall be at the expense of the Owner. In order to maintain reasonable uniformity of appearance, plantings of all kinds shall be consistent with the general decor of the residential complex and be subject to approval of the Association Management Committee or its designated architectural control committee.

GENERAL PROVISIONS

18. DURATION: The Covenants and Restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Homeowner's Association, the Association Management Committee or the Owner of the land subject to this Declaration their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive (10) year periods unless an instrument signed by not less than two-thirds (2/3) of the Owners (7 of the 10 lots in the Project) has been recorded, agreeing to change said covenants and restrictions, in whole or in part. These covenants cannot expire without approval of Logan City Planning Commission, in addition to the aforesaid requisite vote of the Owners.

19. NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Owner on the records of the Association Management Committee at the time of such mailing.

20. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Association Management Committee or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

21. AMENDMENTS: This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than two-thirds (2/3) of the Owners (7 of the 10 lots in the Project). It shall not be amended without the consent of any lienholder under any first deed of trust, should there be a subordination of the Assessment Lien. Any amendment or modification must be properly recorded.

22. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall not change any other provision which shall remain in full force.

DATED this 10 day of February, 2000.


HELEN LEYRER

STATE OF UTAH)
)ss
COUNTY OF CACHE)

On the 10th day of February, 2000, personally appeared before me HELEN LEYRER who, being by me duly sworn, did say that she is the sole member of the Association Management Committee described above, and that the said instrument was signed by her in my presence.

Mary Catherine Larsen
NOTARY PUBLIC

