

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
RIVER POINTE SUBDIVISIONS PHASES 1 AND 2

THIS DECLARATION, made this 6th day of January 1994, by ECHO T, LLC the owner of property within LOGAN RIVER POINTE DEVELOPMENT, hereinafter referred to as Developer.

W I T N E S S E T H

WHEREAS, the Developer is the owner of the real property described in Article II of this declaration and recorded plat map and desires to create therein a residential community with open space and other common utilities for the benefit of the said community and,

WHEREAS, the Developer intends to develop the land with residencies, open areas, and common facilities and desires to provide for the preservation of the value and amenities in said community and to the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II as may hereafter be made thereto (as provided in Article III) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the value and amenities in said community, to create an agency to which should be delegated and assigned the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, the Developer has created an LLC under the laws of the State of Utah as an entity ownership, LOGAN RIVER POINTE HOMEOWNERS ASSOCIATION, LLC. for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II and the recorded plat map, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. These covenants and restrictions shall run with the land and shall be binding upon all persons having or who acquire any right, title, or interest in the land, and shall inure to the benefit of Declarant, the Logan River Pointe Homeowners Association, and each person who becomes an owner of the land.

ENT 592090 Bk 594 Pg 441
DATE 6-JAN-1994 4:44PM FEE 57.00
MICHAEL L GLEED, RECORDER - FILED BY DB
CACHE COUNTY, UTAH
FOR CACHE TITLE COMPANY

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this declaration (unless the context clearly otherwise provides) shall have the following meanings:

(a) "Association" shall mean and refer to the LOGAN RIVER POINTE HOMEOWNERS ASSOCIATION, LLC.

(b) "The properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the Properties and/or intended to be devoted to the common use and enjoyment of owners of the properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common properties as heretofore defined.

(e) "Living unit" shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

(f) "Family" shall mean one or more persons, and no more than four (4), who are related by blood, marriage or adoption, occupying a living unit as a single housekeeping unit. An exception to the relationship (by blood, marriage, or adoption) provisions may be allowed by a majority vote of Association members in instances in which reasons of health and medical needs requiring live-in nursing care, are offered as justification for such exception.

(g) "Owner" means and refers to the recorded owner, whether one or more persons or entities, of the fee simple title in any Lot or Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(i) "Board of Trustees" shall mean and refer to a President, Vice President and Secretary/Treasurer, who shall be elected for one year terms of office by majority vote of the members of the Association. Elections for officers shall be held no later than January 15 of each year.

(j) "Common Expenses" shall mean and refer to all sums which may be lawfully expended on behalf of the unit owners or assessed against the unit owners in accordance with the provisions of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Logan, County of Cache, State of Utah, and is more particularly described as follows:

ALL LOTS AND PARCELS OF PROPERTY IN RIVER POINTE SUBDIVISIONS PHASES 1 AND 2 FILED IN CACHE COUNTY, UTAH. FILING #1 DATED 9/3/93, ENTRY #583408 AND FILING #2 DATED 12/13/93, ENTRY #590208 AND ANY RECORDED SURVEY MAP OF THE SUBDIVISION PLOT THEREWITH.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Each owner shall have one (1) membership for each Lot owned. Membership cannot be separated from the ownership of any Lot. Each Lot has (1) membership and each membership has one (1) vote. Multiple owners shall designate one (1) person for purposes of voting and receiving association notices. Echo T, LLC. (developer) shall have three (3) votes for each lot Echo T, LLC. owns until either (a) its total votes are equal to or less than the total of the other votes members are entitled to cast; or (b) May 1, 1997, whichever first occurs. At that time, Echo T, LLC. shall have one (1) vote for each lot owned, as does any other member.

Section 2. Voting Rights: The Association shall have one class of voting membership who shall be all those owners as defined in Article I. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easement of Enjoyment: Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the common Properties and such easement shall be appurtenant and shall pass with the title to every Lot. The Association shall establish uniform rules and regulations pertinent in the use of the common properties.

Section 2. Title to Common Properties: The Developer may retain the legal title in the Common Properties until such time as it has completed improvements thereon and until such time as in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its heirs and assigns to convey to the Association title, free and clear of all liens and encumbrances, not later than May 1, 1997, subject only to an easement for the purpose of allowing future development to connect to the water, sewer, and gas lines and non-existing roadwork.

Section 3. Extent of Member's Easements: The right and easement of enjoyment created hereby shall be subject to the following:

a. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

b. The rights of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, except no restriction may be made upon a member's right of access to a Lot; and,

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Associations' members has been recorded, agreeing to such dedication, transfer, proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Developer for each Lot owned by Echo I, LLC. within the Properties hereby covenants and each new Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other covenant, is deemed to covenant to pay to the Association: (1) regular assessments or charges: (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with late fees, interest, attorney's fees and collection costs, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment or charge is made or incurred. Each such assessment, together with late fees, interest, attorney's fees and collection costs shall also be the personal obligation of the owner of such lot at the time when the assessment became due. Written notices of assessments by the Association shall be sent Owners specifying a payment due date.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the Improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes, insurance, electrical and water services on Common Properties. Services, which individual owners must receive and pay for if provided by the Association, shall be provided for the individual living unit as follows: lawn mowing, lawn clipping, application of lawn chemicals and weed killer, snow removal as needed from roadways, walks and drives. These services and such others as may be approved by the Board shall be adjusted to meet good maintenance and husbandry practices. The obligation of the owner to pay for such services as contracted for by the Board and assessed to each Owner is mandatory. Unless otherwise provided by the Board, Owners must maintain their own "private" yards, including the grounds, and sprinkling system.

Section 3. Basis and Minimums of Monthly Assessments: The amount and time of payment of regular assessments shall be determined annually by the Board of Trustees of the Association after consideration of current maintenance costs and future needs of the Association. All Lots shall be assessed at an equal rate.

Section 4. Special Assessments for Capital Improvements: In addition to the regular assessments authorized by section 3, the Board may levy in any assessment year a special assessment, whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or other necessary Association expense upon the Common Properties, including the necessary fixtures and personal property, provided that any such action may be overruled by a vote of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Regular Assessments: The Members may change the assessments fixed by the Board of Trustees under Section 3 provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum For Any Action Authorized Under Section 4 and 5: The quorum required for any action at a meeting authorized by Sections 4 and 5 shall be the presence of sixty percent (60%) of the Association's membership. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be thirty percent (30%) of the Association's membership.

Section 7. Duties of the Board of Trustees: The board of Trustees of the Association shall fix the date of commencement of regular and special assessments at least thirty (30) days in advance of such date or period and shall, at any time, prepare a roster of the Lots, the amount assessed to each Lot, and shall send a notice of assessment to each Lot owner (member). The roster shall be kept in the office of the Association and shall be opened to inspection by owners.

Upon request, the Association shall furnish a certificate setting forth whether an owner's assessments has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment, the Personal Obligation of the Owner, the Lien, Remedies of Association: If the assessment is not paid on the date when due

as specified in the Notice of Assessment, then such assessment shall be delinquent and shall, together with late fees, interest, attorney's fees and costs of collection become a continuing lien on the Lot. Attorney's fees, late fees, interest and other costs reasonably incurred by the Association in collecting delinquent assessments shall be paid by the delinquent owner and shall be secured by the lien on the lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent (18%) per annum, the Association may establish a late fee, and the Association may bring on action of law against the Owner personally obligated in accordance with the laws of the state of Utah relating to liens and mortgages. All Association rights may be exercised either together or separately and are not in lieu of any other rights provided by law and an initiation of an action for the personal obligation shall not waive the lien. A Notice of Lien may be filed by the Association against any Lot with a delinquent assessment. Each Owner grants the Association the exclusive right to initiate actions and/or lawsuits to effect collection of delinquent assessments.

Section 9. Subordination of the Assessment Lien: The assessment lien shall be subject and subordinate to the lien of any mortgage or trust deed on each Lot. Parties obtaining possession of a lot as a result of mortgage foreclosure or Deed of Trust sale, their successors and assigns, shall not be liable for the assessments which have become due and payable prior to such foreclosure or sale. Such foreclosure or sale shall not relieve the lot owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Such unpaid share of assessments shall be deemed to be expenses assessable to all owners including the party gaining possession following foreclosure or sale.

Section 10. Exempt Property: The following property subject to this Declaration is exempt from the assessments, charges and liens created: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties, (c) all properties exempted from taxation by the laws of the State of Utah, upon the terms and to the extent of such legal exemption, (d) Lots without a dwelling (vacant) until November 1, 1998, at which time all Lots, regardless of building status, shall be assessed on an equal and uniform basis, (e) until November 1, 1998 when all Lots are to be assessed, 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.

In no event shall the land or improvements used as a Living Unit by exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the 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 Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, it shall be deemed approved. All structures exteriors shall be maintained in a consistent and acceptable manner. Each attached building shall remain a single color scheme for the length of this covenant. All color changes shall be approved by the Architectural Control Committee prior to changing any colors. The Architectural Committee will not be liable to any owner for damage, loss, or prejudice suffered or claimed on account of decisions made by the committee.

Section 2. Land Use and Building Type: No lot shall be used except for residential purposes. No Lot may be divided, partitioned or sold so as to create a smaller lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two (2) stories in height and private garages for not more than three (3) vehicles. All construction shall be of new materials, except that used with prior written approval of the Architectural Control Committee.

Section 3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$120,000, (excluding any cost of the lot), based upon cost levels prevailing on November 1, 1993. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on November 1, 1993 at the minimum costs stated herein for the minimum permitted dwelling area. The finished floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 600 square feet.

Section 4. Building Locations.

(a) No building shall be located on any lot nearer than nine (9) feet to the front Lot line, or nearer than five (5) feet to any side Lot line.

(b) The common wall portion of the dwelling shall be located exactly on the lot line. No dwelling shall be located on any interior Lot nearer than ten (10) feet to the rear Lot line. No building may encroach upon any easements.

(c) For the Purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided; however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot.

Section 5. Lot Area and Width: No dwelling shall be erected or placed on any Lot having a width of less than 16 feet at the front building setback line nor shall any dwelling be erected or placed on any Lot having an area of less than 3,500 square feet, unless on the Common River Amenity Lot.

Section 6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each Lot. Within these easements, no structure, planting or other article shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change to direction of flow of drainage channels in the easements. The easement area of each Lot, except for those improvements for which the Association, a public authority or utility company is responsible.

Section 7. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in an enclosed area designed for such purposes. No automobiles, trailers, boats or other vehicles are to be parked on streets, in driveways or in front or to the side of said lots except on a temporary basis, which is three (3) days or less. Repair of automobiles, 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.

(a) If the owner of any dwelling shall rent said structure, total tenancy shall not exceed a total number of four (4) individuals who are related by blood, marriage or adoption.

Section 8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, antenna of any sort or other outbuildings shall be used on any Lot at any time as a residence either temporary or permanent. No mobile or premanufactured homes are permitted.

Section 9. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction sales period.

Section 10. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

Section 11. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material shall not be kept except in sanitary containers. All incinerators or other like equipment for the storage or disposal of such materials shall be kept in a clean, sanitary and well maintained condition. Each Lot and its abutting street are to be kept free of trash, weeds and all other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

Section 12. Oil and Mining Operations: No oiling or drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

Section 13. Landscaping: Trees, lawns, shrubs, or other plantings provided by the Developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. Maintenance of Lots beyond that contracted for by the Board 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 are subject to approval of the Architectural Control Committee.

Section 14. Slope and Drainage Control: No structure, plantings, or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosions or sliding problems, or which may change the direction of flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 15. Maintenance of Landscaping: Watering of all existing landscaping by each Lot Owner shall be consistent with good gardening practices and to provide proper plant growth and appearance.

Section 16. RIVER POINTE is designed and intended to be for a specific lifestyle. Neither the Units nor the common areas are designed to accommodate large families. Permanent residents of RIVER POINTE shall be restricted and limited to families with no more than four (4) persons related by blood, marriage, or adoption. This restriction is to be understood to limit the occupancy of each home to four (4) persons. A person shall be deemed a permanent resident for purposes of this section upon residing in the complex for a period of fourteen (14) days in any thirty (30) day period. Renters are considered to be permanent residents and are subject to these restrictions. The only exception to these provisions is that noted in Article I, Section 1 of this Declaration.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration: The Covenants and Restrictions of the Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, 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 ten (10) year periods unless an instrument signed by two thirds (2/3) of the Association's membership has been recorded, agreeing to change said covenants and restrictions, in whole or in part.

Section 2. Notices: Any notice required to be sent to any Member or 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 Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement: Enforcement of these covenants and restriction shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, with to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. 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 Association's Membership, and, further, this Section 4 shall not be amended to allow amendments by the assent or vote of less than two-thirds (2/3) of the owners; provided, however, that Article V, Sections 9, shall not be amended without the consent of the lienholder under any first deed of trust. Any amendment modification must be properly recorded.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

DATED the day and year first above written.

ATTEST: Echo Properties, LLC

William T. Marshall
 William T. Marshall - Partner

Sherwood D. Hirschi
 Sherwood D. Hirschi - Partner

Rodney E. Tueller
 Rodney E. Tueller - Partner

STATE OF UTAH)
): ss.
 County of Cache)

On the 6th day of January, 1994, personally appeared before me William T. Marshall, Sherwood D Hirschi and Rodney E. Tueller; the signers of the within instrument, who duly acknowledged to me that they executed the same.



Karen Oakden
 NOTARY PUBLIC
 Residing at:
Logan, UT

Commission expires: June 23, 1996