

Declaration of Covenants, Conditions and Restrictions
for
The Ridge Subdivision
City of Enoch, County of Iron, State of Utah

Velocity Development LLC, or its successors, (herein referred to as developer) are the owners of the real property within the said Ridge Subdivision described as follows:

BEGINNING AT A POINT S 00°04'07" W ALONG THE ¼ SECTION LINE 115.52 FEET FROM THE CENTER 1/4 CORNER, SECTION 7, T35S, R10W, SLB & M AND RUNNING THENCE S 89°53'36" E 995.28 FEET; THENCE S 00°05'00" W 874.20 FEET; THENCE S 89°57'39" W 326.86 FEET; THENCE N 00°04'07" E 65.98 FEET; THENCE S 89°06'46" W 350.52 FEET; THENCE N 00°04'07" E 296.61 FEET; THENCE N 89°55'42" W 583.20 FEET; THENCE N 6°49'28" E 206.00 FEET; THENCE N 83°10'32" W 135.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 15.00 FEET TO THE EAST R.O.W. LINE OF ENOCH ROAD; THENCE N 6°49'28" E ALONG SAID R.O.W. LINE 80.00 FEET; THENCE DEPARTING SAID R.O.W. LINE 23.56 FEET SOUTHEASTERLY ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT (CHORD BEARS S 38°10'32" E 21.21 FEET) THROUGH A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 15.00 FEET; THENCE S 83°10'32" E 102.53 FEET; THENCE N 6°49'28" E 178.18 FEET; THENCE S 85°00'58" E 235.19; THENCE N 6°49'28" E 104.58 FEET TO THE POINT OF BEGINNING AND CONTAINS 19.539 ACRES

PARCEL 1

BEGINNING AT A POINT S 00°06'09" W ALONG THE 1/4 SECTION LINE 33.00 FEET AND N 89°53'53" W 226.94 FEET AND S 06°51'30" W 167.39 FEET AND N 84°58'56" W 15.00 FEET FROM THE CENTER 1/4 CORNER OF SECTION 7, T35S, R10W, SLB & M AND RUNNING THENCE S 06°51'30" W 177.70 FEET; THENCE N 83°08'30" W 82.53 FEET; THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" AND RADIUS OF 15.00 FEET TO THE EASTERLY R.O.W. LINE OF ENOCH ROAD; THENCE N 06°51'30" E ALONG SAID R.O.W. LINE 159.41 FEET; THENCE DEPARTING SAID R.O.W. LINE S 84°58'56" E 102.59 FEET POINT OF BEGINNING AND CONTAINS 0.413 ACRES

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PATSY CUTLER - IRON COUNTY RECORDER
2004 JUL 26 11:48 AM FEE \$37.00 BY PTC
REQUEST: VELOCITY DEVELOPMENT L L C

PARCEL 2

BEGINNING AT A POINT S 00°06'09" W ALONG THE 1/4 SECTION LINE 33.00 FEET AND N 89°53'53" W 226.94 FEET FROM THE CENTER ¼ CORNER SECTION 7, T35S, R10W, SLB & M AND RUNNING THENCE S 06°51'30" W 167.39 FEET; THENCE N 84°58'56" W 117.59 FEET TO THE EASTERLY R.O.W. LINE OF ENOCH ROAD; THENCE N 06°51'30" E ALONG SAID R.O.W. LINE 43.49 FEET; THENCE 93.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°50'01" AND RADIUS OF 1399.56 FEET; THENCE 34.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 79°24'36" AND RADIUS OF 25.00 FEET TO THE SOUTHERLY R.O.W. LINE OF 5250 NORTH STREET; THENCE S 89°53'53" E ALONG SAID R.O.W. LINE 93.04 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.432 ACRES.

PARCEL 3

BEGINNING AT A POINT S 00°06'09" W ALONG THE 1/4 SECTION LINE 33.00 FEET AND N 89°53'53" W 108.53 FEET FROM THE CENTER ¼ CORNER SECTION 7, T35S, R10W, SLB & M AND RUNNING THENCE S 06°51'30" W 177.53 FEET; THENCE N 84°58'56" W 117.60 FEET; THENCE N 06°51'30" E 167.39 FEET TO THE SOUTHERLY R.O.W. LINE OF 5250 NORTH STREET; THENCE S 89°53'53" E ALONG SAID R.O.W. LINE 118.36 FEET POINT OF BEGINNING AND CONTAINS 0.465 ACRES

PARCEL 4

BEGINNING AT A POINT S 00°06'09" W ALONG THE 1/4 SECTION LINE 33.00 FEET FROM THE CENTER 1/4 CORNER SECTION 7, T35S, R10W, SLB & M AND RUNNING THENCE S 00°06'09" W 82.52 FEET; THENCE S 06°51'30" W 104.58 FEET; THENCE N 84°58'56" W 117.60 FEET; THENCE N 06°51'30" E 177.53 FEET TO THE SOUTHERLY R.O.W. LINE OF 5250 NORTH STREET; THENCE S 89°53'53" E ALONG SAID R.O.W. LINE 108.58 FEET POINT OF BEGINNING AND CONTAINS 0.483 ACRES.

Including the Ridge Subdivision, Phase 1-3
(Herein referred to as the "Property").

The Developer intends to sell lots within the property, running with the land and for the mutual benefit of all lots therein, the Developer declares that the property is and shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions, each of which shall run with the right, title or interest in each lot of the property and each of which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands within the property of the Ridge Subdivision and thereby enhancing the interest of the Developer and the future owners of said lots. These CC&R's will remain valid and will be enforced upon all lot owners, their tenants, assigns, or successors.

SECTION 1. AREA OF APPLICATION

1. **FULLY PROTECTED RESIDENTIAL AREA.** The residential area covenants in Section 2-5 in their entirety shall apply to The Ridge Subdivision Phase 1-3.

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SECTION 2. RESIDENTIAL AREA COVENANTS

1. **LAND USE AND BUILDING TYPE.** No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling (Single family dwelling-one residential structure or dwelling per property description per the final plat recorded in the office of the Iron County Records Office. The said single family dwelling or any other approved outbuilding and or structure cannot exceed two stories in height from ground level or 30 feet total in height measured from final grade to roof ridge line excluding chimney height.
2. **ARCHITECTURAL CONTROLS.** No building shall be erected, placed or altered on any lot, until construction plans, specifications and plot plan showing location of the structure have been approved by the Architectural Control Committee and the Enoch City Building Inspector.
3. **MEMBERSHIP IN ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee consists of Spencer L. Jones as Chairman and Lorin C. Jones and Val Sorensen as committee members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor any designated representative shall be entitled to any compensation for services performed pursuant to these covenants, conditions and restrictions. The developer will continue to remain Chairman of the architectural control committee for the existence of these said CC&R's, Upon improvement of 85% of the said lots within the Ridge Subdivision an amendment may be made through a majority vote of the then lot owners by a duly recorded instrument replacing no more than 1 committee member with the exception of the chairman, at which time an additional architectural control committee member may be elected by the majority of the then lot owners to serve upon the said committee as a committee member. No more than 4 members of the said architectural control committee may represent the Ridge Subdivision including the chairman. In the event of a 3 person committee including the chairman, the chairman will hold power of 60 percent of the conclusive motions within the committee, each committee member will hold 20 percent. In the event of a 4 person committee including the chairman the following percentage of votes apply. The chairman will hold 55 percent, each committee member will hold 15 percent of the votes to motion an amendment to these said CC&R's.
4. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURE.** The committee's approval or disapproval as required in these covenants, conditions and restrictions shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the plans shall be deemed approved, and required, the plans may then be submitted to the building department of Enoch City.

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5. **SIZE.** Each dwelling shall have a minimum main floor square footage of 1350 square feet of living area, plus a minimum two-car garage. A two story dwelling structure shall have a minimum of 1150 square feet on the main floor plus a minimum two-car garage. The following type of construction:
6. **BUILDING MATERIALS.** Exterior materials of the residential dwellings will be limited to stone, stone veneer, brick, brick veneer, stucco, or vinyl siding. A minimum of forty (40) percent of the front exterior elevation must be stone or brick. A maximum of sixty (60) percent of the front exterior elevation may be stucco or vinyl siding. All other exterior elevations may be any of the said acceptable veneers under Section 6 "Building Materials". Exterior elevations of pressed particleboard siding, particleboard sheets (T-111), wood siding or timbers, bearing roof trusses that are not continuous from exterior wall to exterior wall are not allowed. Trusses that adjoin at the ridge line are also not allowed. All perimeter foundations must be used for bearing of the exterior walls and must be constructed of cast in place concrete. No cementitious block is allowed for the purposes of perimeter foundations excepting insulated concrete forming systems that are cast in place continuous from the footings to beyond the window sill line of the exterior elevation of the residential dwelling/structure.

No dwelling shall have a roof less than 6/12 pitch. Roofing materials must be architectural grade or better, tile and metal (standing seam) are also acceptable.

All dwellings shall be constructed of good quality materials and the Architectural Control Committee shall have the power to deny the use of any materials, which would render the dwelling unsound or esthetically inconsistent with the said Subdivision.

7. **EASEMENTS.** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure will be permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the utility company is responsible.
8. **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 or endanger health and safety of the public.
9. **DRIVEWAYS.** The driveway on all lots shall be constructed out of concrete, asphalt, or brick. Driveways must be a minimum of 20'-0" wide from the garage to the back of curb. Driveways constructed of sand, gravel, or dirt are not allowed.
10. **LANDSCAPE DEPOSIT.** The Developer will retain from the Owner a \$1,000.00 deposit per lot at the time of conveyance, closing and settlement or upon submittal of the construction documents for review by the architectural control committee. Approval by the architectural control committee will not be achieved until the said deposit has been received by the said committee. The Owner of the lot (s)

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will have one (1) year to landscape the lot (s) from the certificate of occupancy issued by the Enoch City Building Inspector. If the Owner satisfactorily installs and completes landscaping per the covenants, conditions and restrictions the developer will return the \$1,000.00 deposit in full to the Owner at that time so long as the duration has not exceeded one year. No interest will be paid on the deposit. If the Owner fails to install and complete landscaping within the one-year specified duration from certificate of occupancy, the Developer will apply the said landscaping deposit toward the total cost of the landscaping to ensure that all lots within the Ridge Subdivision are in compliance to these covenants, conditions and restrictions. Entry of the Developer of the non-compliant lot shall not be deemed a trespass and the Developer shall not be subject to any liability therefore. The costs for the installation and completion of the landscaping shall be billed to and paid by the Owner of the noncompliant lot and shall constitute a lien on the lot after the date that notice of noncompliance is filed for record. The lien may be enforced by the Developer in a manner provided by law with respect to a mortgage with power of sale or deed of trust with power of sale, or with respect to the lien of mechanics and material lien now or with respect to any other lien on real property. In order for the lien to be discharged, the Owner of the non compliant lot shall pay, in addition to the amount of the lien, all costs for foreclosure or other enforcement of the lien, including reasonable attorney fees. The Developer will retain and hold the said landscape deposit for a period of one year until the Owner of the lot(s) install the landscaping satisfactory to these covenants, conditions and restrictions.

11. **LANDSCAPING REQUIREMENTS.** Owner(s) of the lot(s) are required to install landscaping throughout the entire front and side yards within one year from the certificate of occupancy. Entire landscaping includes but is not limited to the following:
 - a) All vegetated areas including lawn/sod, flowerbeds, trees and shrubs to have a fully operational underground sprinkling/irrigation system.
 - b) In the event that all landscaping on the entire lot (including front, rear and side yards) is not complete within the one year specified compliance period a 4'-0" minimum height privacy fence must be installed and completed on all side yards parallel with the roadway. The said privacy fence must not egress into the front setback line.
 - c) Materials acceptable for the said 4'-0" privacy fence consist of brick, masonry block, rock, cultured stone, and vinyl.
12. **WALLS AND FENCES.** Walls and fences shall be of quality workmanship. Colors and materials must blend with the exterior of the structure and or dwelling on the lot. No wire fences will be allowed except in areas not visible from the street.
13. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers stored out of view from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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14. **PETS ALLOWED.** No animals, poultry, or livestock of any kind shall be raised, bred or kept on the property, or any lot, excepting only household pets. Dogs, cats and other household pets may not be kept for commercial purposes and are restricted to the Owner's premises or under the Owner's control by leash or otherwise.

SECTION 3 GENERAL PROVISIONS

1. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons for a period of forty (40) years from the date these said covenants conditions and restrictions are recorded, after which time said documents shall be automatically extended for successive periods of ten (10) years/unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. **ENFORCEMENT.** Enforcement shall be by proceedings of law or in equity against any party or person violating or attempting to violate any covenant, condition and restriction either to restrain violation or to recover damage.
3. **SEVERABILITY.** Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.
4. **AMENDMENT.** These Covenants, Conditions and Restrictions may be amended by the affirmative written consent of 75% of the owners of the lots by filing, in the office of the Iron County Recorder, an appropriate supplemental document showing the necessary consents and amendment to this document.

SECTION 4 USE OF PROPERTY

1. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure.
2. The lots and improvements thereon shall be maintained in a tasteful manner. The Developer may at any time enter upon any lot that is unoccupied for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of trash and litter. No such entry shall be deemed a trespass and the Developer shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the Owner of the lot and shall constitute a lien on the lot after the date that notice of delinquency is filed for the record. The lien may be enforced by Velocity Development LLC in a manner provided by law with the respect to a mortgage with power of sale or deed of trust with power of sale, or with respect to the lien of mechanics and material lien now or with respect to any other lien on real property. In order for the lien to be discharged, the owner of the said lot shall pay, in addition to the amount of the lien, all costs and expenses incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorney fees.

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3. No unused automobiles or vehicles will be parked or stored on the street, or within the front set back line of the dwelling. Unused automobiles shall include any vehicle not regularly used and moved on a regular basis, not in running condition, and not properly licensed. Unused vehicles shall include boats, recreational vehicles, snowmobiles, motorcycles, and similar vehicles, which vehicles shall only be stored in garages or carports, out of sight from the street or behind a privacy fence to be obscured from open view.
4. No dismantling or major repair of vehicles or other similar objects will be allowed in the development except inside of a garage, or out of the site of others.

SECTION 5 MAINTENANCE OF DWELLING

1. REPAIR AND MAINTAIN STRUCTURE. Each dwelling shall be kept in good condition. Each owner shall be responsible for keeping the exterior of the building in a good and sightly condition. In the event a structure on a lot is damaged, through an act of God or otherwise, the owner of the Lot shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications.

Dated this 22 day of JULY, 2004

SPENCER L. JONES
Print Name-Spencer L. Jones/Velocity Development LLC

MANAGING MEMBER
Title-Managing Member/Velocity Development LLC

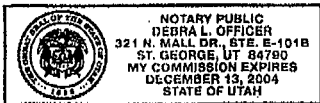
STATE OF UTAH)
 :SS
COUNTY OF IRON)

On the 22 day of July, 2004 personally appeared before me Debra L. Officer and Spencer Jones who being by me duly sworn did say, each for himself, that he, signed the same for the purposes therein set forth.

Debra L. Officer
Notary Public

My Commission Expires:
12/13/2004

St. George, Ut
Residing In:



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Architectural Review Agreement

Entered into this _____ day of _____, 200____, between The Ridge Subdivision "Architectural Control Committee" or Velocity Development LLC herein referred to as "Developer" and _____, herein referred to as lot "Owner". Lot No. _____, Phase No. _____

The Owner acknowledges, covenants and agrees that the plans and specifications submitted herein are to be constructed in strict accordance with the said submittal. The Owner acknowledges that he has reviewed and fully understands the covenants, conditions and restrictions pertaining to the Ridge Subdivision located in Enoch, Utah and agrees to design, construct and maintain his real property located within the Ridge Subdivision in harmony with the intent of the subdivision. The Owner further acknowledges the following information to be true and correct.

Main Floor Square Footage (Excluding Garage)	_____ SF
Second Floor Square Footage (Excluding Garage)	_____ SF
Garage Square Footage and Number of Stalls	_____ SF No. of Stalls _____
Percent of Masonry on Front Elevation	_____ %
Percent of Masonry on entire Dwelling	_____ %
Roof Pitch	_____/_____ _____
Detached Building Square Footage	_____ SF
Detached Building Exterior Veneer	_____

In the event that this agreement is breached by either party through any of the preceding or succeeding terms of this agreement, the party not in breach can and may seek any remedy legal under governing laws or equity to enforce compliance of this agreement and the associated covenants, conditions and restrictions for the Ridge Subdivision. In addition the party not in breach will be entitled to compensation and reimbursement for all costs and expenses incurred in the enforcement of this agreement including but not limited to all reasonable court and attorney fees. The Architectural Control Committee, the Developer and the lot Owner acknowledge that time is of the essence, and that this agreement is in its entirety and can only be changed through written instrument.

The Ridge Subdivision "Architectural Control Committee"
or "Developer"
By: _____

Print: _____

Title: _____

Date: _____

The Ridge Subdivision "Architectural Control Committee"
or "Developer"
By: _____

Print: _____

Title: _____

Date: _____

The Ridge Subdivision "Architectural Control Committee" or "Developer"
By: _____

Print: _____

Title: _____

Date: _____

Owner:

By: _____

Print: _____

Date: _____

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