

STONE RIDGE SUBDIVISION

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Chris Edward Wall and Robert Tyler Cowan as owners and developers of Stone Ridge Subdivision.

WITNESSETH:

WHEREAS, Chris Edward Wall and Robert Tyler Cowan are the owners of certain property in the county of Juab, State of Utah, which is more particularly described as:

This property shall form a subdivision known as Stone Ridge Subdivision, and includes the following lots: Lots 1-14

NOW THEREFORE, Chris Edward Wall and Robert Tyler Cowan hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part hereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

And, WHEREAS, Chris Edward Wall and Robert Tyler Cowan desire and intend to sell and convey said lots, having developed an overall plan for the use and development of said subdivision, and for the purpose of making a more desirable residential area, therefore;

ARTICLE I

BASIC BUILDING RESTRICTIONS

Section 1.00. **Prefabricated Homes:** Homes must be constructed on lot. This would exclude any mobile home, modular home, or any other home deemed inappropriate by the committee.

Section 1.01. **Use of Property:** Each lot shall be used solely for a single-family residence. No lot may be subdivided except as approved by Nephi City for minor boundary adjustments and auxiliary uses as allowed by Nephi City ordinances.

Section 1.02. **Property Line Setbacks:** Any structures to be constructed on Lot shall comply with the existing zoning requirements set by Nephi City.

Section 1.03. **Floor Space:** The minimum size of each single story, bi-level or tri-level dwelling unit shall be 1350 square feet of interior floor space. The minimum size of each two-story dwelling unit shall be 2200 square of interior floor space, of which at least 1200 square feet shall be on the first floor.

Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas.

Section 1.04. Roofs. All roofs shall be of architectural grade shingles, tile or wood shingles.

Section 1.05. Height: No building shall exceed thirty-five feet in height measured from the highest natural ground level adjacent to such building, to the highest point of the ridge line of such building.

Section 1.06. Garages: An enclosed garage of at least 400 square feet capable of parking a minimum of (2) automobiles and a maximum of (4) automobiles shall be constructed on each Lot. Said garage may be detached from or attached to the residential structure.

Section 1.07. Out Buildings: No lot shall have more than (2) outbuildings. All outbuildings shall be architecturally compatible with the residence as to design and materials. If the garage is not attached to the residence it shall be counted as (1) outbuilding.

Section 1.08. Storage of building material: No building materials shall be stored on any lot except temporarily during construction of an improvement or its alteration, renovation, or remodeling and then only when a building permit is in force.

Section 1.09. Occupancy During Construction: No improvement structure shall be occupied in the course of original construction until all required certificates of occupancy have been issued by the appropriate governmental authorities. All work of construction shall be performed diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 1.10. Temporary Structures: No shacks or other temporary building, improvements or structures shall be placed upon any lots, except temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction.

Section 1.11. Construction Activities: This declaration shall not be construed so as to unreasonably interfere with or prevent normal construction of improvements by any owner, provided that when completed such improvement shall in all ways conform to this declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this declaration by reason of noise, dust, presence of vehicles, or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state, and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area.

Section 1.12. Driveways: Driveways for dwellings shall be large enough to accommodate at least two (2) parked automobiles. Hard surface driveways shall be properly maintained and patched. Soft surface driveways (gravel and road base materials) shall be maintained, graded and kept weed-free.

Section 1.13. **Mailbox:** Each lot when improved shall have a mailbox and post in compliance with the details approved by the Nephi branch of the United States Postal Services. If common boxes are required by the US postal Service then mailbox and post are not required.

Section 1.14. **Exterior of House:** The exterior of the home shall be stucco, brick or stone. No siding.

ARTICLE II

UTILITIES

Section 2.01. **To Be Underground:** Each lot shall be, and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future as are necessary to provide utility services to said lot, adjoining lots, and the improvements thereon. Each owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any lot shall be placed underground. No transformer, or electric, gas, water, or other meter or device of any type, or any other apparatus shall be located on any pole.

Section 2.02. **Rules and Regulations:** Each owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services above.

ARTICLE III

USE AND RESTRICTIONS

Section 3.01. **Repair of Buildings:** No improvement upon any lot shall be permitted to fall into despair, and each such improvement shall at all time be kept in good condition and repair and adequately painted or otherwise finished by the owner before the surfacing becomes beaten or worn off, Materials, which are customarily left unfinished, such as cedar shake shingle roofs and cedar stockade fences, are permitted so long as they have not become unsightly.

Section 3.02. **Reconstruction of Buildings:** Any improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause of act of God, shall be rebuilt or restored with reasonable promptness, and in any event within nine (9) months. Further, all debris shall be removed and lot restored to a sightly condition within thirty days (30).

Section 3.03. **Nuisances:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any lot, and no odors shall be permitted to arise there from as to render any such property or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted

to exist or operate upon any lot so as to be offensive or detrimental to any other property or its occupants.

ARTICLE IV

LANDSCAPING AND DRAINAGE

Section 4.01. Completion of Landscaping: Within in ninety (90) days after completion of construction of a dwelling on any lot, or occupancy, whichever occurs last, between March 1, and September 1, or within one hundred eighty (180) days after completion of such construction or occupancy, whichever occurs last, at any other time of the year, all front yard areas shall be landscaped and thereafter carefully maintained. All lots shall be kept free from plants infected with noxious insects or plant diseases, which are likely to spread to other property, and all lots shall be kept free from weeds.

Section 4.02. Submission to Committee: No living unit, accessory building, structure, or addition to a living unit shall be constructed, except as herein otherwise mentioned, unless complete plans and specifications therefore have first been submitted to and approved by the architectural review committee. All such plans and specification shall be consistent with architectural guidelines, which shall be from time to time adopted by the committee.

The committee has the authority to judge buildings, materials, fences, planting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented, including, but not limited to, aesthetics, reasonable protection of views, and the permanence and quality of materials. All decisions of the committee shall be final.

An owner whose plans are rejected shall meet the committee and the committee's invitation where the owner shall be informed of the nature of the cause of the action so that the owner can take the steps necessary toward obtaining approval of the plans.

Please submit plans to:

ATTN: Tyler Cowan
57 East 400 South
Nephi, UT 84648

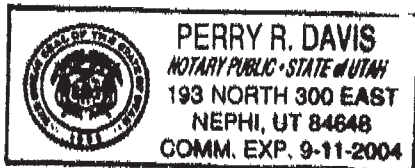
Dated this ____ day of June AD, 2003.



Robert Tyler Cowan


Chris Edward Wall

State of Utah)
 :SS
County of Juab)

On the 26th day of June, AD 2003, personally appeared before me, a Notary Public in and for said state, Chris Edward Wall and Robert Tyler Cowan, the signers of the above instrument, who duly acknowledged to me executed the same.




Notary Public