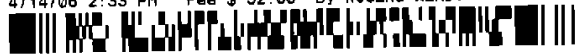


P.18 Wendy Rogers
20 N Main Ste 305
St George, UT 84770

DOC # 20060014526

Restrictive Page 1 of 12
Russell Shirts Washington County Recorder
4/14/06 2:33 PM Fee \$ 32.00 By ROGERS WENDY



Falcon Ridge Subdivision Phase #1

Declaration of Covenants, Conditions & Restrictions

Know All Men By These Presents:

Whereas, the undersigned (hereafter "Developer") is the owner of certain real property located in Hurricane, Washington County, State of Utah, identified as Falcon Ridge Division- Phase #1, such property being more particularly described in Addendum "A" attached hereto and made a part thereof;

Whereas, Developer shall cause such property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW THEREFORE, developer hereby declares that all of the properties described in Addendum "A" shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties and surrounding properties. These covenants, conditions and restrictions shall run with the properties and shall be binding on all parties having or acquiring any right, title or interest in the properties and shall inure to the benefit of each such party.

- 1. Land Use and Building Type:** No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height. Every dwelling shall have as a minimum a two-car garage. All residences shall have a concrete paved driveway connecting the parking with a street allowing safe ingress and egress. All construction shall be of new materials, except that used brick may be used with the prior written approval of the Architectural Control Committee (hereafter referred to as the "Committee"). **Absolutely no mobile homes, pre-manufactured homes, park models, or any such building type may be put on any lot at Falcon Ridge. Each home must be of new construction and must be built on site.**
- 2. Care and Maintenance of Lot:** The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. If excessive weed growth accumulates upon vacant lots, the owner shall be notified of such condition and shall be given (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the undeveloped lot or lots.
- 3. Nuisances:** No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used for any illegal purpose. Any violation of these covenants shall be deemed a nuisance and shall be corrected immediately by the owner and if not corrected immediately shall be corrected by the Committee at the owner's expense.

4. **Temporary Structures:** No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No lumber, material or bulk materials shall be kept, stored or allowed to accumulate on any lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.
5. **Signs:** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet for identification (numbering) purposes or other signs as required by the city of Hurricane building department. One sign of not more than six square feet may be used for advertising the property for sale or rent or identifying the home during construction. Developer may install a large sign to be used as a sales and information tool during the development and marketing of the property described herein.
6. **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, in reasonable numbers, 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 a leash under handler's control. Pets shall not be kept if they create noise that, in the opinion of the Committee, constitutes a nuisance.
7. **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. Trash containers shall be kept from sight of street and neighboring lots. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. Dumping of any kind is prohibited.
8. **Soil Conditions:** This project area has been subject to geo-technical investigations performed by Geotechnical Testing Services. The results of this investigation are compiled in reports dated June 2nd, 2005. Final plat also contains information that must be followed. It is the sole responsibility of the buyer, owner, agents or assigns, to obtain competent professional engineering advice concerning the soil conditions encountered on various lots within this subdivision, and to comply with their competent recommendations. Provision shall be made by the Architectural Control Committee to accommodate special construction and landscaping techniques as applicable to soil conditions.
9. **Landscaping:** In accordance with the City of Hurricane Zoning Ordinance, all lots may be required to have front yards landscaped prior to issuance of Certificate of Occupancy. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner that will create a hazard for the movement of vehicles along streets, in accordance with local ordinances. Special care and consideration must be given to installation of drainage, landscaping and irrigation as it relates to soil conditions.
10. **Paving:** All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with the approved plans and specifications within 60 days of completion of buildings or improvements erected upon the subject lot. Any RV or other parking pad to be constructed to the side of the home/garage must first be approved by the Committee and must not be visible from the street or from any other lot.

11. **Storage of Materials:** During construction and for a period of 60 days after completion, a lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period shall not exceed 90 days unless specifically approved by the committee. All permanent trash collection containers shall be kept in a location not visible from the street or neighboring lots.
12. **Fences, Walls, Hedges and Shrubs:** In accordance with the City of Hurricane Zoning ordinances, rear yards may be required to be enclosed with a wall or fence prior to issuance of a Certificate of Occupancy. Fences, walls, and hedges may be erected or planted in rear yards and side yards not extending beyond the front line of the dwelling to a height not exceeding 6 feet unless otherwise approved by the Committee. Fences, walls and hedges may be erected or planted on remaining side yards and property lines but to exceed 4 feet. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a serious potential hazard or aesthetically offensive appearance. Fences and walls must be block, decorative iron and of a consistent, indigenous color indicated in the Rules and Regulations of the Committee. No wood, chain link fences or vinyl materials will be allowed.
13. **Sight Distance at Intersections:** No fence, wall, or hedge which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
14. **Vehicles:** No recreational or other utility vehicles may be parked upon the driveways of each lot for longer than a forty-eight (48) hour period. Motor vehicles that are in inoperable shall not be permitted to accumulate upon any street or lot or road areas adjacent thereto. **No automobile, boat, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots.** The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No boats, trailers, buses, motor homes, campers, recreational vehicles or other such vehicles shall be parked or stored upon any lot except within enclosed garage or on a cement pad behind the required front lot line set-back area and out of sight of neighboring lots and shall not be visible from public streets.
15. **Public Streets:** The streets of the project are public streets. Notwithstanding they are public streets, no owner shall park recreational and other utility vehicles, as described in declaration #14 above, on public streets of the project other than as provided above. Public streets shall not be used for general parking for periods longer than twelve (12) hours. The intent of this provision is to maintain uncluttered and unobstructed streets.
16. **Commercial Activities Prohibited:** Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind.

Home offices may be an exception if approved by the Committee, and is in accordance with Hurricane city ordinances.

17. **Slope and Drainage Control:** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow or drainage channels. The slope control areas of each lot and all improvements upon 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. Any damage to existing subsurface drainage systems shall be repaired to the standards of the City of Hurricane without delay, and cost shall be borne by the party who has inflicted damage.
18. **Re-subdivision of Lots:** No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units, provided however that two or more lots may be combined subject to the zoning regulations of the City of Hurricane and also as approved by the Committee.
19. **Damages:** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, drainage pipes or any other such improvements, by the purchaser or owner and/ or their agents or builder of any particular lot in this subdivision must be repaired immediately after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner. No lot may be used for access to another lot without the written consent of the owner.
20. **Architectural Control Committee:** The developer shall appoint an Architectural Control committee (hereafter referred to as "The Committee") consisting of three persons, one of which shall be knowledgeable in the area of residential development. The Developer shall have the power to create and fill vacancies on the Committee until the Developer shall relinquish this power or until 75% of the lots in the subdivision have been sold or when a structure has been constructed on %50 of the lots in Falcon Ridge Subdivision Phase #1 and such structures are occupied, whichever event first occurs. When the Developer ceases to have this power, the property owners in Falcon Ridge Subdivision Phase #1 shall select new members of the Committee by one vote for each lot. The initial Committee members shall be elected for the terms of one, two and three years each, and thereafter Committee members shall be elected for terms of three years. No construction of any kind may occur without the written consent of the majority of the Committee. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. The committee shall meet as often as needed on a regular basis as determined by the Committee. The Committee shall have the power, by majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the Committee, are attached as **Addendum B**. By majority vote of the property owners, by one vote for each lot, and rule or regulation may be amended, adopted or repealed.

- 21. **Sever ability:** In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.
- 22. **Duration:** This declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument, signed by of the then owners of two thirds (2/3) of the lots, has been recorded agreeing to amend or terminate this Declaration.
- 23. **Amendment:** This Declaration may be amended by written document signed by the owners of two-thirds of the lots in the subdivision.
- 24. **Exemption:** The Developer is exempt from all constraints in this Declaration.
- 25. **Expansion:** The Covenants, conditions, and restrictions contained herein may be applied to additional property. The Developer shall indicate its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Developer shall be assignable to one or more assignees.

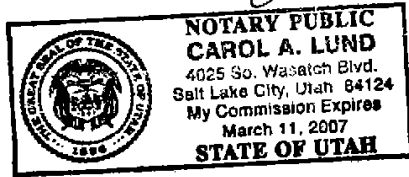
In Witness Whereof, the undersigned, being the Developer, has hereunto set its hand this 13th day of April, 2006

O. Jeffery Collett
O. Jeffery Collett
Developer

INDIVIDUAL ACKNOWLEDGEMENT

STATE of Utah
COUNTY of Salt Lake ss.
On the 13 day of April 2006
personally appeared before me
the signer O. Jeffery Collett of the above instrument, who duly
acknowledged to me that _____ he _____ executed the same.

3-11-07
My Commission Expires:
Carol A. Lund
Notary Public
Residing at Salt Lake City



Addendum "B"

**Rules and Regulations of the Architectural
Control Committee**

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants of Falcon Ridge Subdivision Phase #1. The protective covenants for Falcon Ridge Subdivision Phase #1 are on record in the office of the Recorder, Washington County, Utah, at 197 East Tabernacle, St. George, Utah. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, ect.at the owner and/or contractor's expense.

No construction may begin in Falcon Ridge Subdivision Phase #1 without the issuance of a building permit issued by the City of Hurricane. A set of drawings and specifications with the Falcon Ridge Subdivision Committee approval must be submitted to the building inspector to obtain a permit. Approval will be given upon compliance with all provisions stated in the protective covenants, conditions, and restrictions, these rules and regulations found in Section "A" and section "B".

A handwritten signature in cursive script, appearing to read "J. J. [unclear]".

Section "A"

Three (3) complete sets of plans shall be submitted to the Committee and shall contain the minimum exhibits as listed below. Two (2) sets will be signed and returned, one for the City Building Inspector and one for construction use.

1. Site Plans

- a. Show scale and over-all dimensions.
- b. Indicate lot number and street name.
- c. Indicate setback from street (front yard minimum setback is 25 feet, side yard minimum setbacks are 10 feet, rear yard minimum setbacks are 20 feet).
- d. Indicate grade elevations at front corners of lot and finished floor elevations. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on adjacent lots. (If the contour of the land prohibits compliance with this rule, examination and determination by the committee shall be made.)
- e. Location of the HVAC unit shall be noted. No HVAC unit shall be allowed on the roof.

2. Floor Plan

- a. Show scale and over-all dimensions.
- b. Indicate window and door locations and sizes.
- c. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Location of these items must be in the rear of the house or out of the street view. (Special consideration will be given when rear installation is not feasible. In such a situation, the unit must be screened from the street view with landscaping or materials compatible with the materials used in the construction of the house).

3. Elevations

- a. Note scale on plan.

4. Color Schemes and Exterior Materials

- a. Colors shall be approved, subdued earth tones indigenous to the surrounding area. The color scheme should compliment the neighborhood. The committee reserves the right to reject any color scheme it deems not consistent with the area.
- b. The general design expressed in the front of the house must continue to each side elevation and to all out buildings.
Innovative designs used on the front of the house using stone, brick or other materials will be considered on an individual basis.

5. Construction And Materials not permitted

- a. Log house.
- b. Pre-manufactured houses.
- c. Earth or berm houses.
- d. Re- located houses.

e. Wood, vinyl or aluminum siding.

6. Acceptable Roofing Materials

- a. Roofing materials must be slate, clay or concrete tile.
- b. The committee will consider a house with flat roof on an individual basis.

7. Height of Household

- a. No house may exceed thirty-five feet in height from street frontage view.
- b. All proposed houses over one story in height will be examined by the committee as to the aesthetic value for adjoining houses and lots with respect to views. The Committee has the right to restrict the height of a house if it unduly restricts a neighbors' view.

8. Size Of House, Landscaping, And Special Restrictions

- a. The outside measurement of each house containing a single level, or each house containing a ground level and a basement level, will not be less than (1600) square feet on the main floor, exclusive of garages, porches, patios, and/or storage. The main floor of a two-story home, exclusive of garages, porches, patios, and/or storage, will not be less than 1250 square feet and the size of the entire two-story home must be at least 2000 square feet exclusive of garages, porches, patios, and/or storage.
- b. All storage units, detached garages, ect., are to have the same Committee approved color, design and materials as the main dwelling.
- c. all homes must have a minimum two-car garage, attached or detached.
- d. Fences and swimming pools must follow city of Hurricane zoning requirements.
- e. All front yard landscaping (or as outlined in #9 of the Declaration) must be completed within 60 days after the date of occupancy or as approved by the City of Hurricane.
- f. Campers, boats, pickups, hot rods, and/or other recreational and commercial vehicles or trailers must be kept in a garage or on a concrete (or other suitable material) pad at the side behind the setback or in the rear of the house, and located out of view from the street or neighboring lots.
- g. All walls around houses (or as outlined in #12 of this Declaration) shall be masonry or other approved materials, shall conform to the City of Hurricane zoning requirements, and shall be of a Committee approved color indigenous to the area. No chain link, wood or vinyl fencing will be allowed.
- h. Blasting of any kind will not be allowed.
- i. Roof mounted air conditioning or heating equipment will not be allowed. All air conditioning equipment, utility pipes, antennas and utility equipment shall be placed discreetly as possible and screened where possible by landscaping or fence materials.
- j. Soils test: It is the sole responsibility of the lot purchaser, their agents and assigns, to obtain and comply with a soils test and recommendation on foundation from qualified Utah registered soils engineer prior to construction, and also to follow notes found on the final plat of Falcon Ridge Subdivision Phase #1.

9. Easements

a. Easements for installation and maintenance of utilities, drainage are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not obstruct or retard the flow of water through drainage in the easements. 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 a public authority or utility is responsible.

A handwritten signature in cursive script, appearing to read "Joseph J. [unclear]".

Section "B"

During The Course Of Construction, Applicant And Contractors will Comply With The Following Conditions And Agreements:

1. Daily. All garbage and construction materials must be kept in a container.
2. Daily. No material may be stored, piled or put on any adjacent lots, roads or natural areas owned by private property owners.
3. Daily. The volume of stereos , radios or any equipment must be maintained at a low level that does not disturb the quiet, peace and enjoyment of adjoining property owners or the surrounding neighborhood.
4. Daily. All vehicles must drive over the curb and gutter and sidewalks of the lot under construction. Driving on adjacent lots without the owner's written permission is prohibited. Any and all damage to adjacent lots will be repaired by the owner/agents of the lot under construction, even if a sub-contractor caused the damage.
5. Daily. No material may be removed from any lot, vacant area or surrounding natural areas without written permission of the private property owner(s).
6. Daily. No dumping of any kind will be allowed upon, vacant area, or surrounding area.
7. Daily. No trespassing upon natural areas surrounding this development without written permission of the private property owner(s).

I, FEREL L. CAMPBELL DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, HOLDING CERTIFICATE NO. 4492, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS

"FALCON RIDGE, PHASE #1"

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N0°16'29"W, ALONG THE ¼ SECTION LINE, 260.00 FEET, SAID LINE ALSO THE EAST BOUNDARY LINE OF RIVER VIEW ESTATES SUBDIVISION; THENCE S.89°42'51"E. 170.04 FEET; THENCE N.0°17'09"E. 20.00 FEET; THENCE S.89°42'51"E. 559.00 FEET; THENCE S.0°17'09"W. 107.23 FEET; THENCE S.89°42'51"E. 165.97 FEET TO THE BEGINNING OF A 433.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST; THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG THE ARC OF SAID CURVE, 159.51 FEET, THROUGH A CENTRAL ANGLE OF 21°06'23"; THENCE S.68°36'28"E. 19.05 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, TO THE LEFT, ALONG THE ARC OF SAID CURVE, 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", TO A POINT OF REVERSE CURVATURE OF A 15.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, TO THE RIGHT, ALONG THE ARC OF SAID CURVE, 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" THENCE S.68°36'28"E. 110.00 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, TO THE LEFT, ALONG THE ARC OF SAID CURVE, 39.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY U-9; THENCE S.21°23'32"W. ALONG SAID RIGHT-OF-WAY LINE, 138.00 FEET TO A POINT ON THE ¼ SECTION LINE; THENCE N.89°42'51"W., ALONG THE ¼ SECTION LINE, 1190.21 FEET, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY OF BALLARD HEIGHTS SUBDIVISION, TO THE POINT OF BEGINNING. CONTAINNS 6.36 ACRES.

BASIS FOR BEARINGS:

N.00°16'29"W., BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 26, T41S R13W, SLB&M

