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## SUNSET RIDGE SUBDIVISION

Hurricane, Utah

### Declaration of Covenants Conditions and 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 SUNSET RIDGE SUBDIVISION, 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 therein contained. These covenants, conditions and restrictions shall run with the properties and shall be binding all parties having or acquiring any right, title or interest in the properties and shall inure to the benefit of each such party.

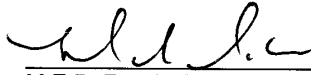
1. **Land Use and Building Type:** No property shall be used except for residential purposes. No building shall be erected, altered place or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height. Every dwelling shall have a private attached garage. All residences shall have a concreted paved driveway connecting the parking with a street allowing safe ingress and egress. All construction shall be of new materials so long as it conforms to the building and subdivision ordinance of Hurricane. All structures shall be constructed in accordance with the prevailing zoning and building ordinance of Hurricane. Construction must be started within 1 year of the purchase of the lot and completed within 8 months of the starting date.
2. **Cars and Maintenance of lot:** The owner of each lot shall keep the same free for rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.
3. **Nuisances:** No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may become an annoyance, nuisance or hazardous to the neighborhood. No lot shall be used for any illegal purpose.
4. **Temporary Structures:** No structure of temporary character, trailer, mobile home, basement, 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 the construction, alteration or improvement approved in accordance with the terms hereof.
5. **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. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners.
6. **Landscaping:** Prior to the occupancy authorization given by the City of Hurricane the front and each side yards must be fully landscaped by the builder. The front and side yards may contain 25% grass and the rest to be a desert landscape and/or artificial turf. The total area of landscaping requiring irrigation on any individual lot shall be restricted to a maximum of five thousand (5,000) square feet. Within 6 months of occupancy the remaining back yard of the lot shall be landscaped as desired. Landscaping shall be maintained at a reasonable standard compatible with the other homes in the subdivision. Shrub and trees planted on a corner shall be located so as not to create a hazard for the movement of vehicles along the street. No trees

or scrubs shall be plant on any corner. The owner of said lot shall keep undeveloped lot free of all tall weeds. Should the owner neglect the care of said lot he shall be given thirty (30) days to correct the same or the city of Hurricane may order such correction effected and charged to the owner of said lot.

7. **Paving:** All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with the approved plans and specification upon completion of building or improvements erected upon the subject lot.
8. **Storage of Materials:** During construction and for a period of 20 days after completion, a lot may be used for the storage of materials used in the construction of the building or improvements. The total storage period shall not exceed 30 days.
9. **Walls, Hedges and Shrubs:** Walls, and hedges may be erected or planted in the rear yards and side yards not extending beyond the front line of the dwelling to a height not to exceed 6 feet. Walls, and hedges may be erected or planted on the remaining side yards and property line not to exceed 4 feet according to City Ordinances. All walls are to be block and/or stucco. Gates are rod iron or vinyl with colors to match house or wall.
10. **Site Review:** Prior to the commencement of construction of any dwelling, garage, storage building, fence, wall, pool or improvements on any lot of this subdivision, plot plans with required front and side landscape and construction drawing shall be submitted and approved the architectural control committee. Approval of architectural committee shall be required by the City of Hurricane.
11. **Exteriors:** All exteriors shall be a combination of stucco and rock with the roof being tile or flat with no greater than a 4/12 pitch. The exterior colors are to be natural earth tones to blend in with the natural beauty of the area.
12. **Architectural Controls:** No building shall be erected, placed, or altered on any lot until the construction and specifications and plans showing the location of the structure have been approve by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No single-family unit shall have less than 1350 square feet in size on the main level, exclusive of garages and other storage. A private garage shall be required and can be attached or attached with a breezeway to the living structure. Sufficient driveway parking or not less than two vehicles per lot.
13. **Vehicles:** Motor vehicles that are inoperable shall not be permitted to be stored or accumulate on any street or lot or road areas adjacent thereto. No automobile, recreation or commercial vehicle, or 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 forgoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of such vehicles.
14. **Damages:** Any damage inflicted on the existing improvements such as curbs, gutters, streets, concrete sidewalks and such by the purchaser or owner and/or any of their agents or builders on any particular lot in this subdivision must be repaired as soon as possible after such damages is discovered, and the expense of such repair shall be borne by the purchaser or owner.
15. **Severability:** 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.
16. **Duration:** This Declaration shall run with the land and shall be binding upon all parties 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 the successive periods of 10 year unless and instrument, signed by the owners of two thirds (2/3) of the lots has been recorded agreeing to amend or terminate such Declaration.
17. **Amendment of Declaration:** This Declaration may be amended by a written document signed by the owners of two thirds ( 2/3) of the lots in this subdivision as long as they conform to the building and zoning regulations of Hurricane.

- 18. **Rights to Enforce:** The provisions in this Declaration shall be enforceable by the land developer and it assigns, or by the owner or owners of any lot or portions of property in the subdivision, or by their legal representatives. In addition, the City of Hurricane may enforce the terms of this Declaration rather than the terms of the subdivision building and zoning ordinances. Failure to enforce any of the restrictions included in this Declaration shall in no manner prevent enforcement on any or all of the restrictions contained herein. The Declaration of any restriction to be invalid by court proceeding shall not invalidate any other restriction, unless specifically specified by said court. In the event any covenant conditions or restriction included herein is inconsistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of Hurricane, the ordinances shall govern so long as the restrictions contained in the ordinance are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the ordinances of the City of Hurricane, owners shall be subject to the enforcement of the term of this Declaration.
- 19. **Architectural Committee:** The architectural committee, which is vested with the powers described herein, shall consist of two persons appointed the grantors. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefore; together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants and are otherwise approve by the committee. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, and then said approval shall not be required. When all lots in said tract have been sold by grantors, said plans and specifications shall be approved by an architectural committee approve by a majority of owner of lots in the property herein described and only owners of said lots shall be privileged to vote for said architectural committee. The grantors shall have the right to appoint members of the architectural committee until such time as the grantors have sold all lots in the tract.
- 20. The developer is exempt from all constraints in is Declaration.
- 21. **Assignment of Powers:** Any and all rights and power of the grantor herein contained my be delegated, transferred or assigned.

**IN WITNESS THEREOF**, the undersigned, being the developers, have hereunto set their hand this 27 day of October, 2006.

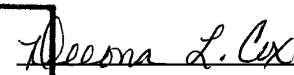
  
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 M.E.D. Family Enterprises, Ltd.  
 By: Mark Dalton  
 Its: Manager

STATE OF Utah                    }  
   } ss.  
 COUNTY OF Salt Lake         }

On the 27<sup>th</sup> day of October 2006, personally appeared before me Mark Dalton, who being by me duly sworn that he is the Manager of M.E.D. Family Enterprises, Ltd., a corporation, and that he executed the within instrument on behalf of said corporation by authority of a resolution of its board of directors and duly acknowledged to me that said corporation executed the same.

My commission expires 2-16-09

NOTARY PUBLIC  
 DEEONA L COX  
 147 N 870 W  
 HURRICANE, UT 84737  
 MY COMM EXP. 02/16/2009  
 STATE OF UTAH

  
 \_\_\_\_\_  
 Notary Public  
 Residing at: ~~Salt Lake~~ 147 N. 870 W.  
Hurricane, UT 84737

## ADDENDUM A

A PARCEL OF LAND LOCATED IN HURRICANE, WASHINGTON COUNTY, UTAH, ALSO LOCATED IN SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°57'35"E, ALONG THE 1/4 SECTION LINE, 1311.39 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N0°39'10"W 80.00 FEET; THENCE N89°20'50"E 146.50; THENCE N0°39'10"W 4.61 FEET; THENCE S89°50'57"E 406.12 FEET; THENCE N55°52'56"E 21.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET A CENTRAL ANGLE OF 9°24'56", AND A CHORD OF 16.41 FEET BEARING N38°49'32"W; THENCE NORTHWESTERLY, TO THE LEFT, ALONG THE ARC OF SAID CURVE, 16.43 FEET; THENCE N43°32'00"W 25.02 FEET; THENCE N59°25'53"E 176.70 FEET; THENCE S71°10'27"E 86.15 FEET TO THE NORTHWEST CORNER OF RIVERVIEW ESTATES 2; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THROUGH THE FOLLOWING 6 COURSES: S45°53'04"W 106.75 FEET; THENCE S60°34'59"E 36.59 FEET; THENCE S0°20'25"E 207.51 FEET; THENCE S89°50'57"E 103.50 FEET; THENCE S0°09'03"W 58.00 FEET; THENCE N89°50'57"W 470.15 FEET; THENCE N0°09'03"E 104.26 FEET; THENCE N89°50'57"W 10.00 FEET; THENCE S00°09'03"W 104.26 FEET; THENCE N89°50'57"W 187.66 FEET TO THE NORTHWEST CORNER OF LOT 9 OF ONYX HILLS SUBDIVISION; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THROUGH THE FOLLOWING 2 COURSES; N0°09'03"E 84.26 FEET; THENCE N89°50'57"W 167.37 FEET; THENCE N0°20'25"W 81.34 FEET TO THE POINT OF BEGINNING. CONTAINING 4.42 ACRES.

AND THE FOLLOWING DESCRIBED PARCEL

BEGINNING AT A POINT S89°57'35"E, ALONG THE ¼ SECTION LINE, 1311.39 FEET, AND N00°39'10"W 80.00 FEET FROM THE WEST ¼ CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N00°39'10"W 580.91 FEET; THENCE S89°56'06"E 245.72 FEET; THENCE S43°32'00"E 585.74 FEET; THENCE S71°10'27"E 55.40 FEET; THENCE S59°25'53"W 176.70 FEET; THENCE S43°32'00"E 25.02 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 9°24'56"; THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG THE ARC OF SAID CURVE, 16.43 FEET; THENCE S55°52'56"W 21.50 FEET; THENCE N89°50'57"W 406.12 FEET; THENCE S00°39'10"E 4.61 FEET; THENCE S89°20'50"W 146.50 FEET TO THE POINT OF BEGINNING. CONTAINING 6.45 ACRES

AND THE FOLLOWING DESCRIBED PARCEL

BEGINNING AT A POINT S89°57'35"E 1311.39 FEET (MEASURED) (1311.44 FEET RECORD) ALONG THE CENTER SECTION LINE AND N00°39'10"W 58.22 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 41 SOUTH RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHEAST CORNER OF SAGE POINTE SUBDIVISION - PHASE 3 AND RUNNING THENCE S89°58'34"W 107.70 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, A FIFTY-FOOT WIDE HURRICANE CITY STREET; THENCE N00°23'07"W 6.43 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S89°58'34"W 219.31 FEET; THENCE N00°29'16"W 369.11 FEET; THENCE S89°59'53"W 151.27 FEET; THENCE N00°10'47"W 888.36 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S89°56'29" EAST 469.86 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S00°39'10"E 1263.35 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 TO THE POINT OF BEGINNING. CONTAINING 12.436 ACRES

FORMALLY KNOWN AS SUNSET RIDGE PHASE I, SUNSET RIDGE PHASE II, AND SUNSET RIDGE PHASE III.