

Mail copy to:
Derek Ellis
Mountain Vista Development, Inc.
668 E. 12225 S., Suite 104
Draper, UT 84020



**DECLARATION OF PROTECTIVE COVENANT AGREEMENTS,
RESTRICTIONS, AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS
FALCON RIDGE SUBDIVISION, PHASE 4
SITUATED IN HURRICANE CITY, WASHINGTON COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR FALCON RIDGE SUBDIVISION, Phase 4 ("Declaration") is made this 14th day of OCTOBER, 2021 by Mountain Vista Development, Inc. ("Developer/Builder").

RECITALS

WHEREAS Developer is the owner of the following described real property located in the City of Hurricane, Washington County, Utah:

Lots 1 through 33 inclusive of Falcon Ridge Subdivision, Phase 4.

WHEREAS, it is the desire and intention of the Developer/Builder to sell the above-described and to subject the Lots to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots in the subdivision and the future owners of such Lots;

NOW, THEREFORE, the Developer/Builder hereby declares that all of the Lots described above shall be conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following covenants and conditions of this Declaration, all of which are declared and agreed to in furtherance of a plan for improvement and sale of the Lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision and the Lots. All of the covenants, restrictions, agreements, and conditions set forth herein shall encumber the land and shall be binding on all parties now or hereafter having or acquiring any right, title, or interest in the above-described Lots or any part hereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. Prior to the sale of ninety percent (90%) of the lots in the Falcon Ridge Subdivision, Phase 4, the Architectural Control Committee (ACC) shall be composed of a person or persons chosen by Mountain Vista Development, Inc. After the sale of ninety percent (90%) of the lots in the Falcon Ridge Subdivision, Phase 4, The ACC shall be composed of three (3) persons that are chosen by a majority of the owners of lots within the Falcon Ridge Subdivision Phase 4. Neither members of the ACC, nor its designated representatives of the ACC shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be delivered in writing on the set of plans or in letter form and shall be delivered to the Owner proposing the construction on any particular lot within the Falcon Ridge Subdivision, Phase 4. The Owner must complete and submit the application for Architectural Control Approval, a set of formal plans, specifications, and the site plan to the Committee before the review process can commence. The ACC shall approve or deny the proposed plans within sixty (60) days after receipt of the application by any Owner.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, 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, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. QUALITY. No Lot shall be used except for construction of residential properties. Each dwelling must have an attached garage for a minimum of 2 side by side cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroaches upon any easement. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.

SECTION 2. DWELLING SIZE. (The requirements below are exclusive of open porches and garages.)

Two-Story Dwellings: The combined living area of any dwelling which consists of two (2) stories above curb level shall not be less than 2,200 square feet.

Single-Story Dwellings: The above ground area of any dwelling which consists of one (1) story above curb level shall not be less than 1,300 square feet.

Split-Level Dwellings: The combined living area of the two levels of any split-entry dwelling shall not be less than the 1,500 square feet; the lower level must qualify as a 'story' as herein defined, and the minimum living area of the upper level shall not be less than 800 square feet.

SECTION 3. APPLICABLE ORDINANCES. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all the laws and ordinances of the County and City in which the property is situated in the State of Utah, as the same may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. EASEMENTS. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 6. TEMPORARY STRUCTURES. No structures of a temporary character, i.e.; trailer, basement, tent, shack, garage, barn, storage container or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 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. As lots in a public road subdivision it is currently anticipated that Republic Waste will provide the pickup of garbage. Each lot owner is responsible to place the garbage containers for pick up, no

sooner than the night before scheduled pickup and must remove their container no later than midnight the day of pickup.

SECTION 8. LANDSCAPING. All front and side yards must be landscaped within 1 year after dwelling is occupied. Each lot owner is responsible for the maintenance of the park strip and sidewalks in front of, and/or in the case of a corner lot, the side of the lot.

SECTION 9. FENCING. In order to maintain continuity within the subdivision, only block walls, earth tone in color, shall be permitted. Where practical, iron panels may be used for gates to screen any recreational vehicle and/or trailer, which shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Any gate constructed to provide screening from the street view shall be approved by the Declarant, and shall be constructed with materials that are complimentary to the block wall and surrounding neighborhood fencing. Strong, sturdy materials shall be used, i.e. metal framing with wood, or a composite wood product, for the slats. Nevertheless, the final materials used, and design of the gate, shall be approved by the Declarant before installation by the homeowner, or his/her contractor. Also, for those lots that back to open space, a rear yard fence may have a block wall base of 24" with 4' iron panels, subject to the approval of the Declarant prior to construction.

SECTION 10. UNSIGHTLY ITEMS. All areas outside of Dwellings shall be kept in a clean and orderly fashion with no accumulation of any rubbish, debris, or unsightly material. Not metals, bulk materials, building supplies, scrap, refuse, trash or non-operable vehicles shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screen from view.

SECTION 11. PARKING RESTRICTIONS. Owners, Occupants, and tenants must park in their driveways and garages. Parking is prohibited on the roads and adjacent sidewalks, curbs or park strips within the Subdivision. The number of long term (2 weeks) parked vehicles per unit is limited to the available parking spaces in the garage and or driveway. At no time shall any vehicle be parked in a manner that would block an entrance to a Residence or which would impair vehicular or pedestrian access, or snow removal.

ARTICLE III

PROVISION

SECTION 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision that shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by Declarant prior to the sale of 95% of all lots in Phase 4, and thereafter as set forth in this document. After 95% of all lots in Phase 4, this Declaration may be amended or terminated by a vote of at least seventy-five (75%) percent of the total voted of the owners, which vote shall be taken at a duly called meeting. Any amendment to approval shall be reduced to writing, signed and recorded against the lots.

THIS DECLARATION is made this 1st day of October 2021.

DECLARANT:
Mountain Vista Development, Inc.

By: [Signature]
Derek Ellis

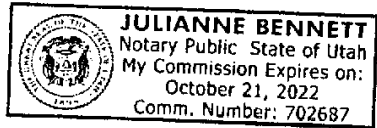
STATE OF Utah)
)
COUNTY OF Salt Lake)

On the 1st day of October, 2021, personally appeared before me, Derek Ellis, whose identity is personally known to me on the basis of satisfactory evidence, and who, being by me duly affirmed did say that he is the Vice President of Mountain Vista Development, Inc., a Utah corporation, and that said document was signed by him in behalf of said corporation by authority of bylaws and said Derek Ellis acknowledged to me that said corporation executed the same.

My commission expires: 10/21/22

[Signature]
NOTARY PUBLIC

Residing at: Salt Lake City, UT



OWNER:
A.W. Hardy Investments, LTD.

By: [Signature]

STATE OF Utah)
)
COUNTY OF Salt Lake)

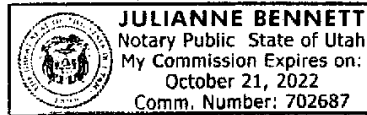
On the 1st day of October, 2021, personally appeared before me, Steven L. Hardy, whose identity is personally known to me on the basis of satisfactory evidence, and who, being by me duly affirmed did say that he is the

Trustee of the Ruth B Hardy Family Trust,
General Partner of A.W. Hardy Family Investments LP and that said document was signed
by him in behalf of said corporation by authority of bylaws and said Steven V. Hardy
acknowledged to me that said Trustee executed the same.

My commission expires: 10/21/22

Julianne Bennett
NOTARY PUBLIC

Residing at: Salt Lake City, UT



OWNER:

MJS Real Properties, LLC

By John C. Strasser

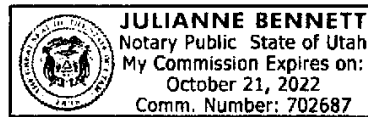
STATE OF Utah)
COUNTY OF Salt Lake)

On the 5th day of October, 2021, personally appeared before me,
John C. Strasser, whose identity is personally known to me on the basis of
satisfactory evidence, and who, being by me duly affirmed did say that he is the
Managing Member and that said document was signed by
him in behalf of said John C. Strasser by authority of bylaws and said
Articles of Organization acknowledged to me that said LLC executed the same.

My commission expires: 10/21/22

Julianne Bennett
NOTARY PUBLIC

Residing at: Salt Lake City, UT



OWNER:

DRP Management, Inc.

By: Don R Parker

STATE OF Utah)

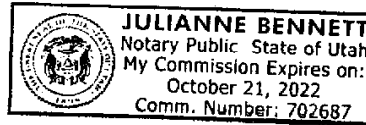
COUNTY OF Salt Lake)

On the 9th day of October, 2021, personally appeared before me, Don R Parker, whose identity is personally known to me on the basis of satisfactory evidence, and who, being by me duly affirmed did say that he is the President of DRP Management Inc., a Utah corporation, and that said document was signed by him in behalf of said corporation by authority of bylaws and said Don R. Parker acknowledged to me that said corporation executed the same.

My commission expires: 10/21/22

Julianne Bennett
NOTARY PUBLIC

Residing at: Salt Lake City, UT



OWNER:

Casey Living Trust

By: Merrilyn Casey

STATE OF Utah)

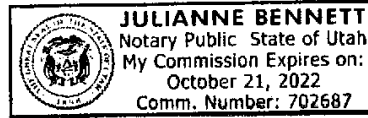
COUNTY OF Salt Lake)

On the 13th day of October, 2021, personally appeared before me, Merrilyn Casey, whose identity is personally known to me on the basis of satisfactory evidence, and who, being by me duly affirmed did say that ~~he~~ is the Trustee of The Casey Living Trust, a Utah corporation, and that said document was signed by him in behalf of said corporation by authority of bylaws and said Merrilyn Casey acknowledged to me that said corporation executed the same.

My commission expires: 10/21/22

Julianne Bennett
NOTARY PUBLIC

Residing at: Salt Lake City, UT



OWNER:

Casey Living Trust

By: J Gordon Casey

STATE OF Utah)
COUNTY OF Salt Lake)

On the 13th day of October, 2021, personally appeared before me, J Gordon Casey, whose identity is personally known to me on the basis of satisfactory evidence, and who, being by me duly affirmed did say that he is the Trustee of The Casey Living Trust, a Utah corporation, and that said document was signed by him in behalf of said corporation by authority of bylaws and said J Gordon Casey acknowledged to me that said corporation executed the same.

My commission expires: 10/21/22

Julianne Bennett
NOTARY PUBLIC

Residing at: SALT LAKE CITY, UT

