

Request: Jerald Richardson
BOOK 455 PAGE 799-803
FEB 17 1987
1987 JUN 17 PM 3:47
DOCUMENT # 316845
HERBERT S. BENTLEY
WASHINGTON COUNTY RECORDER

DEDICATION OF RESTRICTIVE COVENANTS

Blackridge Ranch, Inc., a Nevada corporation, the owner of the following described real property situated in Washington County, State of Utah,

Beginning at the Northeast corner of Section 31, Township 38 South, Range 12 West, Salt Lake Base and Meridian and running thence South 89°55'03" East, 1020.78 feet; thence South 36°01'38" West, 567.72 feet; thence South 66°30'04" West, 112.28 feet; thence South 19°46'23" West, 2236.39 feet; thence South 12°00'00" West, 1417.26 feet; thence South 16°09'10" West, 815.25 feet; thence South 14°51'29" West, 2731.90 feet; thence North 72°04'36" West, 106.76 feet; thence South 17°55'24" West, 1180.00 feet; thence South 72°04'36" East, 121.00 feet; thence South 17°55'24" West, 1200.00 feet; thence North 72°04'36" West, 262.50 feet; thence South 27°55'41" West, 479.26 feet to a point of curvature of a 3000.00 foot radius curve to the right (radius point bears North 27°55'41" East); thence Northwesterly along the arc of said curve 348.69 feet (Delta = 6°39'34"); thence South 34°35'15" West, 50.00 feet; thence South 14°30'00" West, 200.00 feet; thence South 60°00'00" West, 90.00 feet; thence South 10°45'00" West, 240.00 feet; thence South 35°30'00" West, 280.00 feet; thence North 63°00'00" West, 160.00 feet; thence North 32°00'00" West, 230.00 feet; thence North 1°00'00" East, 130.12 feet; thence North 86°03'58" West, 173.40 feet; thence North 32°30'00" East, 230.00 feet; thence North 11°45'00" West, 220.00 feet; thence North 31°45'00" West, 230.00 feet; thence North 48°30'00" East, 200.00 feet; thence South 88°30'00" West, 280.00 feet; thence North 35°30'00" West, 300.00 feet; thence North 47°00'00" West, 225.00 feet; thence North 26°30'00" West, 160.00 feet; thence North 3°15'00" West, 140.00 feet; thence North 27°15'00" East, 150.00 feet; thence South 49°15'00" East, 165.00 feet; thence South 71°15'00" East, 290.00 feet; thence North 69°30'00" East, 375.00 feet; thence North 46°30'00" East, 330.00 feet; thence North 20°00'00" West, 90.00 feet; thence North 24°43'15" East, 1158.98 feet to a point on a 425.00 foot radius curve to the left (radius point bears North 19°00'00" West); thence Northeasterly along the arc of said curve 181.02 feet (Delta = 24°24'15"); thence North 43°24'15" West, 50.00 feet; thence North 0°45'29" East, 562.99 feet; thence North 15°00'00" East, 1980.00 feet; thence South 72°04'36" East, 220.00 feet; thence North 17°55'24" East, 871.20 feet; thence North 52°48'36" East, 60.95 feet; thence North 4°26'00" East, 1206.19 feet; thence North 29°58'31" East, 1202.51 feet; thence North 26°42'00" East, 1181.16 feet; thence North 3°18'00" West, 50.00 feet; thence South 86°42'00" West, 137.76 feet; thence North, 603.47 feet; thence South 89°43'27" East, 527.58 feet to the point of beginning.

Containing 315.24 acres, more or less subject to and together with any and all easements, right-of-ways and restrictions of record or enforceable at law or in equity.

LESS AND EXCEPTING any and all gas, oil and mineral rights.

does hereby place upon the afore-described land the following Restrictive Covenants:

(a) All lots in the afore-mentioned property should be known and described as Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot, other than one detached single-family dwellings not to exceed two stories in height along with those structures not inappropriate to a house of a residential character and a neighborhood or a residential character.

(b) No building shall be erected, placed, or altered on any building plot in the afore-mentioned property until the building plans come with specifications, and plot plan, showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee. In the event said committee or its designated representative fails to approve or disapprove such design location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

316945

(c) No building shall be located on any residential building plot nearer than 50 feet to the front lot line, nor nearer than 15 feet to any side of lot line. 15 feet on the the rear of each lot shall be set aside for utility easements and a bridle path. No recreational vehicles shall be used on easement or bridle paths.

(d) No recreational vehicle nor any motorized vehicle shall be used on any bridle path within the above described real property nor shall any of the aforementioned vehicles be used or driven on those portions of the lots set aside for utility easements.

(e) No residential structure shall be erected or placed on any building plot, which has a total square footage of less than one thousand square feet.

(f) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

(g) No commercial activity may be carried on on any of the lots.

(h) No dwelling shall be erected on any lot in the tract having a floor area exclusive of porches and garages of less than one thousand square feet.

(i) No barbed wire fences shall be allowed on the lots.

(j) No abandoned vehicles shall be allowed to remain on any of the lots, or in front of any of the lots.

(k) No unpenned livestock shall be allowed on said lots. No trailers or mobile homes shall be allowed to be placed on the lot, either as a residence or as out buildings or as a storage place for the trailers or mobile homes.

316845

(l) No trailer, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(m) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

(n) If any of the the parties who acquire any portion of or interest in the real property situated within the above described real property, violate or attempt to violate or allow any individual, association or entity to violate the covenants listed herein (Covenants) then those parties shall be liable for all expenses incurred by any individual and/or group of individuals, and/or the Architectural Control Committee in; 1) enforcing or attempting to enforce the Covenants or; 2) suing for damages due to breach of any Covenants.

Such expenses shall include but shall not be limited to costs of service of process, court costs, attorneys fees, fees incurred by mediation or attempted mediation, investigation costs and all other costs incurred by such individual, individuals, or the Architectural Control Committee in attempting to enforce or in enforcing the Covenants or in suing for damages for any breached Covenant.

(o) The invalidation of any one of the Covenants by Judgment of any court shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Blackridge Ranch Company, Inc. has caused its corporate name and seal to be here affixed by its duly authorized officers this 17 day of June, 1987.

BLACKRIDGE RANCH CO., Inc

By Merrill H. Jepsen
President

STATE OF UTAH) ss.
COUNTY OF SALT LAKE)

316845