

DEDICATION OF RESTRICTIVE COVENANTSBLACKRIDGE RANCH SUBDIVISION, PHASE II

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

BEGINNING at Northwest Corner of Lot 56, BLACKRIDGE RANCHES SUBDIVISION PHASE I, said point being N89°43'27"W 557.56 feet along the Section Line from the Northeast corner of Section 31, Township 38 South, Range 12 West, Salt Lake Base & Meridian; and running thence Southerly along the Westerly boundary line of said subdivision the following thirteen courses: South 603.47 feet; N86°42'00"E 137.76 feet; S3°18'00"E 50.00 feet; S26°42'00"W 1181.16 feet; S29°58'31"W 1202.53 feet; S4°26'00"W 1206.18 feet; S52°48'36"W 60.95 feet; S17°55'24"W 871.20 feet; N72°04'36"W 220.00 feet; S15°00'00"W 1980.00 feet; S0°45'29"E 562.99 feet; S43°24'15"E 50.00 feet to a point on a 425.00 foot radius curve to the right (radius point bears N43°24'15"W); thence Westerly along said curve 181.02 feet; thence S24°43'15"W 1158.98 feet; thence N51°00'00"W 480.00 feet; thence N47°00'00"E 260.00 feet; thence N70°00'00"W 450.00 feet; thence N10°00'00"W 315.00 feet; thence N57°55'57"W 320.85 feet; thence N39°00'00"W 124.86 feet; thence N6°00'00" 130.00 feet; thence S36°30'00"W 160.00 feet; thence West 150.00 feet; thence S53°30'00"W 435.00 feet; thence S75°00'00"W 330.00 feet; thence N77°00'00"W 153.69 feet; thence N0°46'15"E 1314.44 feet; thence N89°42'50"W 1480.00 feet; thence North 806.827 feet to a point on a 1075.00 foot radius curve to the right (radius point bears N6°48'22"W) thence Easterly along the arc of said curve 259.10 feet; thence N69°23'03"E 100.91 feet; to the P.C. of a 2400.00 foot radius curve to the left (radius point bears N20°36'57"W) thence Easterly along the arc of said curve 393.08 feet; thence N60°00'00"E 650.77 feet; thence S30°26'42"E 230.00 feet; thence N24°03'52"E 513.39 feet; thence N50°00'00"E 240.00 feet; thence N17°30'00"W 340.00 feet; thence N19°00'00"E 230.00 feet; thence N6°41'37"W 276.80 feet; thence N30°54'35"E 168.77 feet; thence N20°48'31"E 259.93 feet; thence N12°11'00"E 895.27 feet; thence N26°28'48"E 210.49 feet; thence N35°30'00"E 749.81 feet; thence N81°42'49"E 291.22 feet; thence N24°00'00"E 145.00 feet; thence N3°00'00"E 290.00 feet; thence N7°00'00"W 145.00 feet; thence N15°02'00"E 295.65 feet; thence N2°29'00"E 632.49 feet; to the North

Section Line; thence S87°58'17"E 1078.25 feet along said Section Line to the North Quarter (1/4) corner of Section 31, Township 38 South, Range 12 West, Salt Lake Base & Meridian; thence S89°43'27"E 2131.75 feet along said North Section Line to the Point of Beginning.

BUT LESS AND EXCEPTING ANY PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND; LYING WITHIN SUBJECT PROPERTY DESCRIBED UNDER SCHEDULE "C" HEREIN:

All of that portion of Ash Creek Valley lying below an elevation of 4755 feet, in Sections 6 and 7, Township 39 South, Range 12 West, SLB&M, Utah, as shown on the Official Map of Ash Creek Reservoir on file in the Office of the State Road Commission of the State of Utah.

ALSO EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said lands, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

ALSO, LESS & EXCEPTING THEREFROM any portion thereof lying within the boundary lines of Old State Highway 91 and Interstate Highway I-15, and any portions thereof lying with the bounds of Ash Creek Reservoir and Storage Association.

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 the 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 Ar-

chitectural 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.

(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 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 nor allowed to travel on other than an approved subdivision roads.

(e) No residential structure shall be erected or placed on any building plot, which has a total square footage of less than 1250 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 1250 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. Will be removed at Owner's expense.

(k) No unpenned livestock shall be allowed on said lots. No trailers or mobile homes shall be allowed to be placed on the lots either as a residence or as out building or as a storage place for the trailers or mobile homes. All such vehicles shall be stored in a proper enclosure.

(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. However, a guest house of not less than 300 square feet may be erected after a building permit is obtained and may be used as a temporary residence for no more than two years while the main residence is being constructed.

(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.

BLACKRIDGE RANCH, INC.

BY Monte D. Tipton
President