

Coles and Associates, L.C.
281 No. 1200 E. Orem, Utah 84057
(801) 226-8820

PHASE # 2

00475324 BK0841 Pg0094

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1994 AUG 08 13:41 PM FEE \$22.00 BY RS
FOR: SOUTHERN UTAH TITLE CO

Covenants and Restrictions of the Eagle Ridge Subdivision

KNOW ALL MEN BY THESE PRESENT:

That Coles and Associates L.C. with O.Kent Coles being the manager and Denley J. Fowlke are the owners of the following described property located in St. George, Washington County, State of Utah.

SEE THE ATTACHED EXHIBIT "A" WHICH IS MADE PART HEREOF BY THIS REFERENCE

It is the owners desire to restrict the use to which the above described real property is put to use, and for this purpose executes these covenants and building restrictions.

That the real property covered by said covenants has been platted and is designed and known as the **Eagle Ridge Subdivision**, that a plat thereof was accepted by the St. George City Council, the Planning and Zoning Committee and the Mayor of St. George and has been recorded in the office of the County Recorder of Washington County.

That Coles and Associates, L.C. and Denley J. Fowlke, are the sole owners of all of the land located in said subdivision, except the portion thereof dedicated as public streets, sidewalks, curb and gutters.

NOW THEREFORE, all of the lots shown on the subdivision plat of Eagle Ridge are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lots in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, and successors and assigns, to conform to and observe the same.

These Covenants and Building Restrictions shall be administered over by an **ARCHITECTURAL CONTROL COMMITTEE**, hereinafter known as the **A.C.C.**, and said A.C.C. shall be controlled by a majority vote of the members and or the committee.

1). SIGNS:

No builders commercial signs will be allowed larger than 4'x 8' and said sign must be placed on the lot which is being built on. No other signs will be allowed on or off this development site. On re-sale of homes and/or lots no sign larger than standard Real Estate signs will be permitted.

2). DWELLING QUALITY AND SIZE:

a). All of the lots shown on said subdivision plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in height (should St. George city permit the same), in addition to a basement level, and private garages, for not less than 2 cars. Carports will not be allowed.

b). For a single story dwelling (Rambler), the finished area above the grade will be not less than 2,000 sq. ft. exclusive of open porches and garages.

c). For a two (2) story dwelling the finished area above grade will be not less than 2,500 sq. ft. (both floors, exclusive of open porches and garages. A minimum of 1,400 Sq. Ft. on the main floor is required.

d). Four (4) level split entry (bi-level) homes will not be permitted in this subdivision unless approved by the A.C.C.

e). **OTHER STYLES OF HOMES NOT PERMITTED:** No modular homes, round homes, octagon homes, prefab homes, pre-build homes, all wood homes, steel homes, concrete homes, or any other style of home of this nature shall be built or erected in this subdivision. No solar homes can be built unless approved by the A.C.C..

f). **Materials that are to be used in this subdivision on all homes, garages, and other buildings:**

1). All brick homes or 2). All brick and stucco homes, or 3). All stucco homes or 4). All rock homes or 5). All rock and stucco homes or 6). All other materials as would be appropriate and approved by the A.C.C. , for homes of a quality nature.
*All stucco homes must be of a high quality with pop outs around windows, doors, and trim.

All detached buildings must be built of the same materials as the home.

All slab on grade homes must have a minimum of 6" of concrete slab above ground level. No stucco or brick shall be at ground level.

Any other materials would have to be approved by the A.C.C.. Aluminum for soffits and eaves will be allowed.

g). All roofs must be built using a Bartile roof, but emphasis will be placed on the design of the home matching the roof type and design.

h). All lots must have brick mail box and it must be located on the spot designated on the master plan of the subdivision as approved by the U.S. post office. The developer of the subdivision will install this mailbox prior to occupancy and the lot buyer will be billed for this cost and said funds will be collected at the closing of the lot.

i). All lots must have a decorative yard light (no straight posts) with a photo cell for automatic on and off (see plan attached). Said yard light should be located within 10-15 feet of the front sidewalk. All yard lights must be approved by the A.C.C. prior to the actual purchase of the light. Yard lights are not the same as court yard lights, and yard lights are not to be located in the top of the mail box.

j). All front yard landscaping, including grass, trees, and shrubs must be completed at time of occupancy or necessary funds must be put in escrow to complete landscaping as soon as possible. The front yard must be a minimum of 60% grass. Back yard landscaping must be completed within 12 months of occupancy.

k). The 20' foot common area on the river road frontage, as shown on the plat, as well as both entrance ways and fence is common area for the subdivision . The fence, rocks, sprinkler system, trees, shrubs, plants, lights, etc. belong to the homeowners association and cannot be altered without a majority vote of all homeowners . The front common area on River road, which is the west boundary of lot 21 is partially owned by the State of Utah as road right of way and at some time in the future the State could widen River Road, which would partially alter and change that part of the common area.

l). The lot owners shall not modify in any way, perimeter walls constructed by Developer, nor shall lot Owner construct wall which are higher than Developer's constructed perimeter walls. Walls and fence design within a Lot and on Lot Lines should be an integral extension of the residence's design and materials. All fences, walls, hedges and other dividing structures shall be submitted to the A.C.C. committee prior to construction. Lot line walls should be constructed so that they can be used by both Lot Owners. An agreement as to the design and construction of the Lot Line Wall is the responsibility of the Owners of the adjoining Lots. Signatures of agreement to proposed lot line wall must be obtained prior to (and included on) submittal of plans. Interior surfaces of perimeter walls may be painted or stucco applied to match the home and adjoining walls.

m). Lots 35, 36, and 37 must be rambler only.

SPECIFICATIONS:

To maintain a degree of protection to the investment, which homeowners in this area may make , homes of superior design are requisite, and must be approved by the A.C.C. in advance of the commencement of construction. Design shall be limited to those prepared by architects licensed to practice in the U.S. jurisdiction or by designers of outstanding ability, whose previous work may be considered by the A.C.C. as part of the approval process.

a). One complete set of plans and specifications together with any and all proposed improvements, the creation or alteration of which is desired, placed of maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such approval as herein provided. Such plans shall include a Plot Plan showing the location on the lot of the buildings, walls, fences, or other structures proposed to be built, altered, placed, or maintained, together with the proposed construction materials, color schemes for roofs, brick, stucco etc.

b). The Committee (A.C.C.) shall approve or disapprove plans, specifications and details within 10 days from the receipt thereof. One (1) set of said plans and specifications or details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them. If house plans are not approved within the 10 day time period then the plans will be considered accepted.

c). The Committee (A.C.C.) shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions and the meaning of these restrictions. Further, if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with adjacent buildings or structures; If the plans and specifications submitted are incomplete; or in the event the committee deems the plans specifications or details, or any part thereof, to be contrary to the interests, welfare, or rights of all or part of the property owners of the subdivision, then the committee shall have the right to disapprove said plans, specifications and/or details submitted to it. The decision of the committee (A.C.C.) shall be final, subject to a veto by 2/3rd vote of all the property owners, based on one vote per platted and recorded lot.

d). The Committee (A.C.C.) shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

e). The Committee (A.C.C.) shall have the authority to set up regulations as to height, architectural plans and design, the size requirement for all dwellings and all other types of outbuildings and structures, including fences, walls etc.

f). Easements for installation and maintenance of utilities are reserved as noted on the recorded plat. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and easement rights. The easement areas of each lot and improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.

g). All lot set-backs, side yards and back yards set back shall conform to the city of St. George, requirements.

h). All plans and specifications for any structure or improvement whatsoever, to be erected on or moved onto any lot, and the purposed location on the lot or lots, the construction materials, the roofs and exterior color schemes, any later changes or additions after initial approval has been given thereof and remodeling reconstruction, alterations thereto on any lot, shall be subject to and shall require the approval of the A.C.C., in writing, before any work is commenced.

i). No two exterior design, of the same design, shape and size, shall be approved by the A.C.C.. All houses must be of a different design.

3). MAINTENANCE:

a). All builders are required to use a DUMPSTER as required by city ordinance. City ordinance also requires that a porta-potty be on site.

b). No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in clean and sanitary condition.

c). Unless otherwise approved in writing by the A.C.C., construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded, within 12 months from the ground is broken for the structure.

d). All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash, and all debris of any kind and must be maintained in such a manner as not to detract from the subdivision, as a whole. Sidewalks, parkways, curbs, and gutters must be kept clean, unobstructed and in good repair.

e). No contractor shall use another lot to hold topsoil, any gravels or building materials, without the express written consent of that lot owner.

f). Any item put in for the common benefit of all lot owners will be maintained by all parties and all expenses and repairs and costs of operations will be paid equally by those lot owners in this subdivision. Anyone failing to pay his or her share, the body of the lot owners can cause a lien to be brought on his or her property or home, until the amount is paid in full. Said lien can carry an interest rate not to exceed 18% annually. The body of the lot owners shall be known as "Eagle Ridge Homeowners Association". All parties who will be affected by additional common benefits or assets, must approve said improvements and costs.

g). It is understood that the entrance way (s), brick, rock, signs, etc., as well as the lighting, landscaping, on River road are the common ownership of the Eagle Ridge Homeowners Association, (see attachment 'B' for the legal description), and they must be maintained by the body of the lot owners, by someone appointed to act in their behalf. The body of the lot owners will elect a person or persons to take charge of the Association for a one year period of time. The Association will set the fee for the maintenance, for each year. The initial fee is set at ~~\$120.00 per year~~ and the first years fees are collected at the closing of the lot transaction. The common areas, the fence, entrance way, and landscaping etc. can not be altered, torn down or changed in any way without the total consent of the lot owners and the A.C.C.

4). RESTRICTIVE USES:

a). No notorious or offensive activity shall be carried on and upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

b). No structure of a temporary character, trailer, basement, tent, shack, barn, or any other out buildings shall be used on any lot, at any time, as a residence either temporary or permanent. (Meaning, no basement houses only. Basements must have a finished living area above the basement elevation, be a rambler or a two-story home.)

c). No animals, livestock or poultry of any kind shall be raised or kept on lot, except dogs, cats and other domesticated household pets that may be kept provided that they are not kept or maintained for commercial purposes, and provided further that all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs, and leash areas must be kept clean and sanitary and may not be located less than 20 feet from any neighboring dwelling. No pets may be kept in any unreasonable number and the A.C.C. may establish rules and restrictions from time to time concerning breeds, types and number of dogs and cats and all animals. No pit bull (dogs) nor mini-pigs etc., shall be allowed in the subdivision.

d). No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motorhomes, or other similar vehicles shall be parked or stored on a public street or right of way for more than 72 consecutive hours. The intent of this provision is to keep the roadway open to daily traffic, and to avoid unsafe and unsightly conditions of vehicles parked on the street for long periods of time. Said equipment may be stored on site as long as it is stored along side the garage or behind the garage but cannot be stored in front of the garage. The A.C.C. may enforce this provision by giving notice to the owner of the violation, or when the owner is not readily available, by giving notice in the form of a written request placed on the vehicle in question and subsequently by notifying proper city authorities, and as per city ordinance instructs to have said vehicle towed, at the owners expense, as to city ordinance. None of the above referenced vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall (pad), however commercial business equipment etc. are not allowed in this subdivision, only for the building of the homes etc..

e). No lot line fence over 6' high will be allowed, if the City of St. George permits the same. NO CHAIN LINK FENCES WILL BE ALLOWED. No wood fences will be allowed. All fences must be approved by the A.C.C..

f). Swamp coolers will not be allowed. No roof mounted air conditioners or furnaces will be allowed.

g). No radio or shortwave antennas will be allowed. All TV. antennas must be placed on the back side of the roof (or in the attic) so no part of the antenna can be seen from the front street location. All satellite antenna systems (dishes) can not be placed in the front yard, side yard or roof. They must be sight obscured.

h). NO COMMERCIAL BUSINESS or activity of a permanent nature may be conducted within the subdivision, without the express written consent of the A.C.C.. Any businesses must be in compliance with the city of St. George ordinances. The A.C.C. standard by which the committee shall judge, in connection with such request, shall be based in part on avoidance of equipment traffic, avoidance of the generation of business traffic into the subdivision, the avoidance of equipment traffic and storage of equipment on the owners lot, and the unobstructive nature of the requested activity. Viz., the other property owners. In all cases if the City of St. George does not allow the business, the A.C.C. can not allow it.

i). No more than one (1) family unit will be maintained on each lot within the subdivision. Notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner.

5). ENFORCEMENT RIGHTS:

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and with to prevent him or them from doing so or to recover damages, attorney fees, costs of court or other dues for such violation.

6). ARCHITECTURAL CONTROL COMMITTEE:

The Initial committee is composed of:

O. Kent Coles / The Developer (7801-226-8820

Denley Fowlke 674-9111

a). When all the lots within the subdivision have been sold by the developer, the structure of the committee (A.C.C) shall change to include not less than three (3) nor more than seven (7) duly elected property owners.

b). Members of the Committee (A.C.C.) shall be elected to one year terms at the annual meeting of the property owners in the Eagle Ridge Development, on a one vote recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the committee may be removed and replaced upon a 2/3rds vote of the property owners.

c). Membership in the Committee (A.C.C.) shall be limited to property owners only, as long as at least three (3) property owners consent to serve.

d). There presently exists a HOME OWNERS ASSOCIATION, known as Eagle Ridge Homeowners Association. The Committee will operate under the direction of the developer, until a committee of at least two property owners can function in this position. The committee will collect the annual dues of \$120.00 and administer same. These funds are to be used for the payment and maintenance of the front entrance way, the lights, light bills, and any common amenities that may exist.

7). GENERAL PROVISIONS:

a). Except as otherwise provided, this declaration can be amended at any time by a write executed document, in recordable form, by not less than three fourths (3/4) of the property owners within the subdivision as long as it does not adversely affect all property owners, as to value or added expense and costs of building their homes, then it will take 100% of the present lot owners to ratify any changes.

b). These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

c). Enforcement shall be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenants either in restrain violation or to recover damages.

d). Each lot owner is fully responsible to see that his CONTRACTOR receives a copy of this document of Building Covenants and Restrictions and to see to it that the contractor and subcontractors abide by them.

e). Each lot/home owner, along with the developer, or his representative, must inspect the sidewalks, streets, fences, utility improvements, etc. prior to the actual closing of the long term loan on the lot or home, to see if any damages occurred in the process of building the home. Any damages having occurred by the lot/home owner, their contractor or subcontractors, in the process of building the home, shall be repaired and paid for by the lot/home owner, the contractor and/or the subcontractors involved in the building of the home.

If all lots have been sold and the developer is no longer involved on the Committee (A.C.C.), then a member of the present A.C.C. will perform the inspection with the lot/home owner.

g). There in NO representation being made as to Cable TV. in this subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile. (Call them).

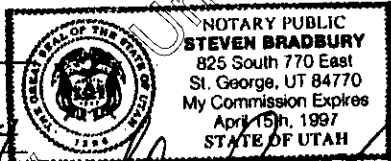
h). All lots must be built on within 5 years from the original date of purchase.

IT IS REQUIRED THAT EACH AND EVERY LOT BUYER READ AND UNDERSTAND THESE COVENANTS AND BUILDING RESTRICTIONS OF "EAGLE RIDGE SUBDIVISION" AND THEY MUST SIGN THIS DOCUMENT SPECIFYING THAT THEY HAVE READ IT AND UNDERSTAND IT AND ACCEPT IT IN IT'S ENTIRETY.

BUYER DATE

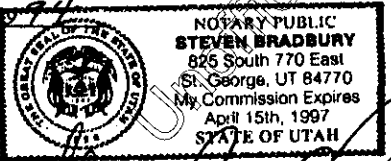
BUYER DATE

O. Kent Coles 1994
COLES AND ASSOCIATES, L.C. - O.KENT COLES / MANAGER DATE



Subscribed and sworn to me on this 24 day of JUNE 1994
My commission expires 4-17-97 and I reside in WASHINGTON County, State of Utah

Denley J. Fowlke 1994
DENLEY J. FOWLKE DATE




Subscribed and sworn to me on this 24 day of JUNE 1994
My commission expires 4-17-97 and I reside in WASHINGTON County, State of Utah.
(restrico)

EXHIBIT "A"

PHASE 2

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 00°2'45" W 1363.59 FEET ALONG THE SECTION LINE AND N 90°00'00" W 205.96 FEET FROM THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE S 73°39'45" W 188.1 FEET; THENCE N 16°20'15" W 50.77 FEET TO A 750.00 FOOT RADIUS CURVE TO THE LEFT (LC BEARING N 16°26'25" W 2.69 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 2.69 FEET; THENCE S 88°11'57" W 922.25 FEET TO A POINT ON THE CENTERLINE OF RIVER ROAD; THENCE N 00°06'08" W 437.14 FEET ALONG SAID CENTERLINE; THENCE LEAVING SAID CENTERLINE S 88°46'51" E 49.29 FEET; THENCE N 01°13'08" E 181.33 FEET TO THE SOUTH BOUNDARY OF THE BOULDERS SUBDIVISION - PHASE 1; THENCE N 89°40'55" E 853.82 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION; THENCE LEAVING SAID SUBDIVISION BOUNDARY S 13°32'02" E 71.43 FEET; THENCE S 00°19'39" E 47.58 FEET; THENCE S 03°43'24" W 72.07 FEET; THENCE S 11°18'00" E 24.00 FEET; THENCE S 24°20'19" E 24.00 FEET; THENCE S 32°44'32" E 24.00 FEET; THENCE S 43°13'44" E 73.91 FEET; THENCE S 23°08'40" E 306.87 FEET TO THE POINT OF BEGINNING CONTAINING 13.656 ACRES.


LLOYD RIED POPE - PROFESSIONAL ENGINEER NO. 4401
REGISTERED LAND SURVEYOR NO. 5921

6-9-96
DATE: _____

