

**ENTRY NO. 00305985**

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DEBRA P. ZIRBES, JUAB COUNTY RECORDER

FEE \$ 40.00 BY JUAB TITLE & ABSTRACT COMPANY



## **Restrictive Covenants**

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 Nephi, Juab County, State of Utah, identified as **Winn Ridge Subdivision**, being more particularly described in Addendum "A" attached hereto and made a part hereof (referred to hereof as "the Property");

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 Property 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 Property. Each lot owner shall be responsible for paying the applicable connection fee, periodic utility bills or maintenance fees for connection to the city utility lines. Each lot owner shall be responsible for paying any impact fees required by Nephi City. These covenants, conditions and restrictions shall run with the Property and shall be binding on all parties having, or acquiring any right, title or interest in the properties, and shall inure to the benefit of all such parties.

1. **Land Use and Building Type:** No Lot shall be used except for residential purposes and such home-based businesses as do not require additional customer parking and are appropriately licensed by Nephi City. Every single-family dwelling shall have as a minimum a two-car garage and not exceed two stories in height. All residences shall have a concrete paved driveway connecting the parking with a street allowing safe ingress and egress. All residences shall install air conditioning or other heating or cooling units in such a manner that they may not be observed from any street immediately adjacent to the residence or shall install them behind landscaping or architectural features, walls, or fences. No HVAC unit will be placed on the roof. All construction shall be of new materials, except that used brick may be used.
2. **Care and Maintenance of Lots:** The owner(s) of each lot shall keep the lot free from 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 be or may become an

annoyance or nuisance to the neighborhood. No lot shall be used for any illegal purpose.

4. **Temporary Structures:** No structure of a temporary character, trailer, mobile home, basement, tent, 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 connection with any construction, alteration or improvement approved in accordance with the terms hereof.
5. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, chickens or other household pets, in reasonable numbers. Household pets are restricted to the owner's premises or on a leash under the handler's control. No aggressive dogs shall be kept on any lot. Pets shall not be kept if they create noise or exhibit aggressive behavior.
6. **Garbage and Refuse Disposal:** No lot shall be used or maintained for the dumping of rubbish. Garbage, noxious smelling materials, or other wastes shall not be kept except only 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.
7. **Landscaping:** Within 365 days from the issuance of a certificate of occupancy, a lot shall be landscaped in a manner providing that all unpaved portions of front yards or side yards visible from the street shall be planted in either grass or other groundcover. Each lot owner shall install suitable groundcover or grass between the property line and the concrete curb. All irrigation systems shall contain automatic controls to conserve water. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. Undeveloped lots shall be kept free of all tall weeds by the owner(s) of said lots.
8. **Paving:** All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete within 60 days of completion of buildings or improvements erected upon the subject lot. However, during the time that frost levels prohibit the installation of concrete driveways and walks, the time for installation will be extended until concrete can safely be installed after thawing. All driveways must meet and be flush with the curb at the line where the driveway meets the curb.
9. **Storage of Materials:** During construction and for a period of 60 days after completion, a lot may be used for the storage of materials used in the construction of the building or improvement.
10. **Inoperable Vehicles:** Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or lot. No automobile, recreation or commercial vehicle, 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 foregoing restriction shall not be deemed to prevent temporarily parking for loading or unloading of such vehicles.

11. **Slope, and Drainage Control:** No structure, planting, or other material, shall be placed or permitted to remain, or other activities undertaken which may, create erosion or sliding problems. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
12. **Geotechnical Report:** A geotechnical report has been completed on the subdivision. All construction must be done in a manner as to comply with the requirements of Nephi City and the geotechnical report. A copy of the geotechnical report is on file with Nephi City. An electronic copy of the report is available upon request from the seller.
13. **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.
14. **Amendment:** This Declaration may be amended by a written document signed by the owners of two-thirds of the lots in the subdivision.
15. **Project:** Project shall mean and refer to **Winn Ridge Subdivision** as the same shall exist from time to time as more particularly described in the map of **Winn Ridge Subdivision** on file in the office of County Recorder of Juab County, State of Utah as Map Number 420 and Entry Number 00305922.
16. **Declaration:** Declaration shall mean and refer to this Declaration as the same may hereafter be supplemented or amended in accordance with applicable Utah law and the provisions hereof.
17. **Subdivision Plat Map:** Subdivision Plat Map shall mean and refer to the Subdivision Plat Map filed with the Juab County Recorder entitled, **Winn Ridge Subdivision** Juab County, Utah, executed and acknowledged by The Developer, as The Map may hereafter be modified, supplemented or amended in accordance with law.
18. **Lot Owner:** Lot Owner shall mean and refer to the person or persons owning a fee simple interest in a lot. The Developer shall be deemed to be the Owner of all completed but unsold lots.
19. **Color Schemes and Exterior Materials:** The color scheme should complement the neighborhood. Earth tone shades are required. Exterior material for the front of the home shall be all brick/stone or combination of brick/stone with cement or hardboard siding or stucco. Combination must be at least 25% brick or stone. The sides and back of the home must be brick, stone, cement or hardboard siding or stucco
20. **Construction and Materials which are NOT acceptable:**
  - 20.01 Log Houses.
  - 20.02 Pre-manufactured houses.

- 20.03 Earth sheltered or berm houses.
- 20.04 Re-located houses.

**21. Size of House, Landscaping and Special Restrictions:** Exclusive of garages, porches, patios, and/or storage, the outside of the ground measurement of a single story house will not be less than 1,400 square feet. A two story house will not be less than 1,800 square feet above ground. All homes are to have as a minimum a TWO-CAR garage attached and shall have a driveway at least 20 feet wide. Fences and walls will follow Nephi City zoning requirements.

**22. The Developer Exempted:** The Developer is exempt from all constraints in the Declaration.

WINN RIDGE LLC, a Utah limited liability company

  
 Bodi Scott Mitchell, Member

STATE OF UTAH     )  
                               : ss.  
 COUNTY OF JUAB )

On the 24th of May, 2022, before me, a Notary Public in and for the said state, appeared Bodi Scott Mitchell, Member of WINN RIDGE LLC, a Utah limited liability company personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

  
 Notary Public

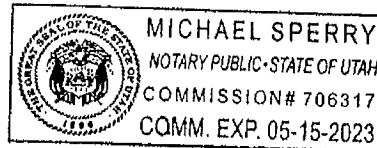


Exhibit "A"

**Parcel No. XA3A-0630-1112WR01 through XA3A-0630-1112WR67: All of Lots 1 through 67 of Winn Ridge Subdivision according to the official plat thereof filed as Entry No. 00305922 and as Map No. 420 in the Office of the Juab County Recorder.**