

**The Declaration of Covenants, Conditions and Restrictions
For The Ridge Subdivision
(Phase IV)**

City of Enoch, County of Iron, State of Utah

Velocity Development LLC. (a Utah Limited Liability Company) or its successors, (herein referred to as the "Developer") are the owners of the real property within the said Ridge Subdivision, Phase IV described as follows:

BEGINNING AT A POINT N89°56'10"W 1649.04 FEET AND S00°07'02"W 689.99 FEET AND N89°51'31"W 99.00 FEET FROM THE EAST ¼ CORNER OF SECTION 7, T35S-R10W, S.L.B.&M.": SAID POINT BEING AT AN ANGLE POINT OF THE RIDGE SUBDIVISION PHASE 3; RUNNING THENCE S89°51'31"E 6.96 TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=50°46'46", RADIUS=125.00', TANGENT=59.33', THENCE ALONG THE ARC OF SAID CURVE 110.78 FEET TO THE PT; THENCE S39°04'45" E 14.88 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=50°53'16", RADIUS=75.00' TANGENT=35.68', THENCE ALONG THE ARC OF SAID CURVE 66.61 FEET TO THE PT; THENCE S89°58'01"E 178.53 FEET; THENCE N00°07'04"E 167.90 FEET; THENCE S89°55'50"E 79.05 FEET; THENCE N00°07'04"E 90.91 FEET; S89°56'12"E 180.79 FEET; THENCE S71°23'11"E 52.68 FEET; THENCE S89°56'12"E 180.00 FEET; THENCE N00°03'40"E 1.25 FEET; THENCE S89°56'12"E 24.20 FEET; THENCE S00°15'08"W 152.43 FEET; S26°54'12"W 74.16 FEET THENCE S00°07'04"W 568.05 FEET; THENCE S89°59'47"W 401.18 FEET; THENCE N00°07'04"E 329.72 FEET; N89°58'01"W 109.05 FEET; THENCE N00°07'04"E 164.15 FEET; THENCE N89°58'01"W 148.46 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA= 35°25'34", RADIUS =125.00', TANGENT=39.92', THENCE ALONG THE ARC OF SAID CURVE 77.29 FEET; THENCE DEPARTING SAID CURVE AND RUNNING S00°07'02"W 187.29 FEET; THENCE N89°58'01"W 99.00 FEET TO THE SE CORNER OF "THE RIDGE SUBDIVISION, PHASE 3; THENCE N00°07'02"E 299.54 FEET TO THE POINT OF BEGINNING.

Note: Additional Property may be annexed into and made a part of this subdivision as provided herein.

SECTION 1. AREA OF APPLICATION

1 FULLY PROTECTED RESIDENTIAL AREA. The Developer declares that the individual lots within the Subdivision shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions (hereafter "Declarations"), which shall run with the right, title or interest in each lot of the property and each of which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands within the property of The Ridge Subdivision and thereby enhancing the interest of

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the Developer and the future owners of said lots. These Declarations will remain valid and enforceable upon all lot owners, their tenants, assigns, or successors.

SECTION 2: ARCHITECTURAL CONTROL

2 Architectural Control Committee. No building shall be erected, placed or altered on any lot, until construction plans, specifications and plot plan showing location of the structure have been approved by the Architectural Control Committee and the Enoch City Building Inspector.

3 Members of The Architectural Control Committee . An Architectural Control Committee (hereafter "ACC") shall be established and consist of three members, one of which shall be the Chairman. The initial Chairman of the ACC shall be the Developer (the "Original Chairman" or "Developer"). The Developer shall, if he so desires, continue to remain ACC Chairman for the existence of these Declarations. The Original Chairman may at his discretion resign at any time and appoint another ACC Chairman. All succeeding Chairmen thereafter may only be succeeded by a majority vote of the ACC Members. The Developer shall have the power to appoint and remove any or all of the members of the ACC. Upon the resignation of the Developer as the Chairman, then in the event of death or resignation of any member or Chairman of the ACC, the remaining ACC members shall have full authority to designate a successor. Persons appointed to the ACC need not own lots within the Subdivision. The Developer may also serve as an ACC member. Neither the members of the committee, nor any designated representative shall be entitled to any compensation for services performed pursuant to these covenants, conditions and restrictions.

4 ACC General Powers . The ACC may promulgate reasonable Standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed improvements as shown on the plans and as constructed conform harmoniously with the exterior design and existing materials of the improvements on the lots in the Subdivision. The ACC may also promulgate Restrictions and Rules which, among other provisions, may set forth procedures for the submission of Plans for approval, and state additional factors which it will take into consideration in reviewing submissions. ACC Standards and ACC Restrictions and Rules may be jointly referred to or contained in and be a part of the Architectural Control Guidelines (ACGs), and the initial ACGs, which may hereafter be amended from time to time by the ACC are attached hereto, incorporated and by this reference made a part of these Declarations. All ACC Standards, ACC Restrictions and Rules and ACGs shall remain on file and be available upon written request at P.O. Box 1977 Cedar City, Utah 84720, or at the Enoch City Offices. The ACC may accept or reject proposed plans for, and stop all improvements made in the Subdivision, pursuant to these Declarations and the ACC Standards and Restrictions and Rules.

5 Review of Plans and Specifications. No exterior improvements in the Subdivision shall be commenced or maintained until written approval of the ACC. Exterior improvements shall include: construction, alteration, removal, relocation, repainting,

demolition, addition, modification, or reconstruction of a Dwelling Unit or Improvement, including landscaping. Written ACC approval shall only be considered after the Owners have properly and completely submitted their application which shall include at least the following (1) The Ridge Subdivision ACG Compliance Agreement and the Ridge Subdivision ACC Application for Review & Approval of Plans and Specifications as attached the ACGs, which are attached to these Declarations, and as may be modified by the ACC thereafter, signed by the Owner(s) of the lot upon which the improvements are proposed (2) two copies of the Plans and Specifications therefore showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ACC (3) fees for review and inspection as may be reasonably required by the ACC, including the \$1,000.00 Security Deposit Until all such items are delivered to the ACC, the Application shall not be deemed submitted. The Architectural Control Committee will retain One (1) copy of the construction documents for record keeping the other said submittal upon approval or rejection will be returned to the Applicant.

6 Scope of Review. The ACC shall review and approve, conditionally approve or disapprove all Plans submitted to it for any proposed Improvement, alteration or addition, on the basis of aesthetic and estimated valuation considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar architectural features, all as may be required by the ACG and these Declarations. The ACC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any Plan or design from the standpoint of structural safety or conformance with building of other codes. Each Owner shall be responsible for obtaining all necessary permits and for complying with all city and state requirements with respect to the implementation of such Plans.

7 ACC Approvals. The ACC shall approve Plans and specifications submitted for its approval only after the complete application is properly submitted and only if the ACC deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the ACGs and the surrounding structures, and that the construction thereof will not detract from the beauty, value wholesomeness and attractiveness of the Lots or the enjoyment thereof by the Owners, and that the upkeep and maintenance thereof will be maintained.

8 ACC Conditioned Approvals. The ACC may condition its approval of any Improvement upon such changes, alterations or modifications of such Improvement as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Such conditions may also include a requirement that the applicant complete the proposed Improvement within a stated period of time. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, as they relate to exterior appearance, site plans, elevation

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drawings and description or samples of exterior material and colors. Decisions of the ACC shall be transmitted by the ACC to the applicant at the address set forth in the application for approval, after receipt by the ACC of all materials required by the ACC and within thirty (30) days after its next duly scheduled meeting at which there is a quorum in attendance.

9 Absence of Approval or Disapproval. Any application submitted pursuant to this Section shall be deemed approved, unless written disapproval or a request for additional information or materials by the ACC shall have been transmitted to the applicant within the time herein set forth. In addition to complying with the ACC Restrictions and Rules, the Applicant shall meet any review or permit requirements of the City of Enoch, Utah, prior to making any alterations or engaging in construction, reconstruction or remodeling permitted hereunder.

10 Meetings of the ACC. The ACC shall meet from time to time as necessary to perform its duties hereunder. The vote of a majority of the ACC, shall be sufficient to enact resolutions or motions of the ACC. The attendance of a majority of the members at any meeting shall constitute a quorum.

11 No Waiver of Future Approvals. The approval by the ACC of any proposals or Plans for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans or matters subsequently or additionally submitted for approval or consent.

12 Compensation of Members. The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

13 Inspection of Work and Costs of Correction. Inspection of work and correction of defects therein shall proceed as follows:

14 Rights of Inspection. The ACC or its duly authorized representative may inspect during reasonable daylight hours, any work for which approval of Plans is required under this Article VIII. However, the ACC's right of inspection of Improvements for which Plans have been submitted and approved shall terminate sixty (60) days after the Improvement has been completed, as evidenced in the case of a Dwelling Unit by a certificate of occupancy issued by the City Enoch, Utah, and the respective Owner has given written notice to the ACC of its completion. The ACC's rights of inspection shall not terminate pursuant to this paragraph if Plans for the Improvement have not previously been submitted to and approved by the ACC. If, as a result of any such inspection, the ACC finds that the Improvement was constructed without obtaining approval of the Plans therefore or was not done in substantial compliance with the Plans approved by the ACC, it shall deliver to the owner a Notice of Noncompliance by the ACC within five (5) days from the inspection. The ACC shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

15 Noncompliance. If upon the expiration of ten (10) days from the date of delivery of the Notice of Noncompliance by the ACC as provided for above, the Owner has failed to remedy the noncompliance, the ACC shall then deliver to such Owner a Notice of Noncompliance and Right to Hearing. At the hearing the ACC shall review the circumstances with the Owner and again determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from delivery of Notice of ACC Adjudication to the Owner. If the Owner does not comply with the ACC's determination within that period, the ACC, the Developer or any owner may commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the noncompliance. In addition, the ACC may peacefully remedy the noncompliance, and the Owner shall reimburse the ACC, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the ACC, the ACC shall levy a Corrective Assessment against the Owner for reimbursement. The right of the ACC to remove a non-complying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the ACC may have at law, in equity or as provided in these Declarations.

16 Limitation on Liability. Neither the ACC, the Developer, nor any member thereof, acting in good faith shall be liable to any owner for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or rejection of, or the failure to approve or reject, any Plans, drawings, specifications, or variance requests (ii) the construction or performance of any work, whether or not pursuant to approved Plans, (iii) the development or manner of development of any of the Properties, or (iv) any engineering or other defect in approved plans, drawings and specifications.

17 Developer's Rights. The Developer shall not be required to comply with the provisions of this Article in the initial construction of the Properties.

SECTION 3. USE RESTRICTIONS

18 Residential Dwelling. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family, residential dwelling (and other outbuildings if approved by the ACC and with front veneers that match the front veneer of the single-family, residential dwelling), per property description as detailed by the final plat recorded in the office of the Iron County Records Office.

19 Dwelling Height Restriction. Each single-family residential dwelling on each lot shall not exceed two, above ground levels or stories, nor thirty-five feet (35') total height measured from the Top Back of Curb (TBC) at the center of the lot frontage to the highest roof ridge line, excluding chimney height.

20 Minimum Dwelling Size. Each dwelling shall be at least fifty feet in width, measured parallel to the curb at the front of the lot. Additionally, each single story

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dwelling without a basement shall have a minimum of 1,450 square feet of living area. Each single story dwelling with a basement shall have a minimum main floor square footage of 1,350 square feet of living area. Each two story dwelling with a basement shall have a minimum of 1,150 square feet of living area on the main floor and a minimum of 850 square feet of living area on the second level

21 Two-Car Garage. Each dwelling, in addition to the above square footage requirements shall additionally have an attached, two-car garage.

22 Building Materials. Acceptable exterior materials of the residential dwellings will be limited to stone, stone veneer, brick, brick veneer, stucco, or vinyl siding. Timber trim on the exterior veneer is acceptable not to exceed 15% of the front exterior veneer. All dwellings shall be constructed of good quality materials and the ACC shall have the power to deny the use of any materials, which would render the dwelling unsound or esthetically inconsistent with the said Subdivision.

23 Front Exterior Materials. A minimum of thirty (30) percent of the front exterior elevation must be stone or brick. A maximum of sixty (60) percent of the front exterior elevation may be stucco or vinyl siding. All other exterior elevations may be any of the acceptable "Building Materials."

24 Limitations on Structure. Exterior elevations of pressed particleboard siding, particleboard sheets (T-111), wood siding or timbers, bearing roof trusses that are not continuous from exterior wall to exterior wall are not allowed. Trusses that adjoin at the ridge line shall not be allowed. All perimeter foundations must be used for bearing of the exterior walls and must be constructed of cast in place concrete. No cementitious block is allowed for the purposes of perimeter foundations excepting insulated concrete forming systems that are cast in place continuous from the footings to beyond the window sill line of the exterior elevation of the residential dwelling/structure.

25 Roof Pitch. No dwelling shall have a roof less than 5/12 pitch. Roofing materials must be architectural grade or better, tile and metal (standing seam) are also acceptable.

26 Driveways. The driveway on all lots shall be constructed out of concrete, asphalt, or brick. Driveways must be a minimum of 20'-0" wide and extend continuously from the garage to the back of the street curb. Driveways constructed of sand, gravel, or dirt are not allowed.

27 Landscaping Requirements. Owner(s) of the Lot(s) are required to install landscaping throughout the entire front and side yards within one year from the certificate of occupancy. A lot is properly landscaped, only after the entire front and side yards are properly covered with vegetation, groomed flower beds, grass, concrete or appropriate decorative rock. Appropriate landscaping includes but is not limited to the following:

- a. All vegetated areas including lawn/sod, flowerbeds, trees and shrubs to have a fully operational underground sprinkling/irrigation system.

- b. For the side yards, a privacy fence may be constructed as an alternative to side yard and rear yard landscaping. A privacy fence shall be 4'-0" minimum height constructed parallel with the roadway and block the view of all side yards areas. The said privacy fence must not egress into the front setback line. Materials acceptable for the said 4'-0" privacy fence consist of brick, masonry block, rock, cultured stone, and vinyl.

28 Walls and Fences. All walls and fences shall be of quality workmanship. Colors and materials must blend with the exterior of the structure and or dwelling on the lot. No wire fences will be allowed except in areas not visible from the street.

29 Construction. Construction of a Dwelling Units shall begin within twenty-four (24) months of conveyance of the property from Developer and shall be diligently pursued to substantial completion which generally shall occur within fifteen months of commencement, subject to extensions by the ACC in its sole discretion. All damage caused by construction activity (including construction related vehicles), shall be promptly repaired by the Owner or his contractor.

30 Garbage and Refuse Disposal. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure. 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 stored out of view from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition

31 Pet Limitations. No animals, poultry, or livestock of any kind shall be raised, bred or kept on the property, or any lot, excepting only household pets. Dogs, cats and other household pets may not be kept for commercial purposes and are restricted to the Owner's premises or under the Owner's control by leash or otherwise.

32 Signs. Except for one professional quality "For Rent" or "For Sale" sign of not more than three (3) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period.

33 Drainage. There shall be no interference with or alteration of the established drainage pattern over any Lot, unless an adequate alternative provision is made for proper drainage and first approved with the Developer and the ACC. For the purposes hereof, "established drainage pattern" is defined as the drainage which exists at the time that such Lot is conveyed to a purchaser from the Developer, and shall include all easements for drainage as may be shown on the recorded plats and/or dedicated to the City of Enoch. Further, no structure will be permitted to adversely affect the drainage easements easements. Each Property Owner is responsible to maintain and otherwise prevent the vegetation and debris that could or would adversely affect such drainage easements.

34 Utility Easements. Utility Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within the Utility Easements, no structure will be permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it, as may be allowed by the Developer and the ACCC, shall be maintained continuously by the owner of the lot, except for those improvements for which the utility company is responsible.

35 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or endanger health and safety of the public.

36 Vehicle Maintenance. No Person shall conduct repairs or restorations of any vehicle or recreational vehicle upon any portion of the Properties and leave the vehicles under repair on the property, in open view, for more than 96 hours. However, repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the ACC determines in its discretion that such activity constitutes a nuisance. No unused automobiles or vehicles will be parked or stored on the street, or within the front set back line of the dwelling. Unused automobiles shall include any vehicle not regularly used and moved on a regular basis, not in running condition, and not properly licensed. Unused vehicles shall include boats, recreational vehicles, snowmobiles, motorcycles, and similar vehicles, which vehicles shall only be stored in garages or carports, out of sight from the street or behind a privacy fence to be obscured from open view.

37 Other Use Restrictions. Other use restrictions can and shall be promulgated by the ACC as ACC Standards, as ACC Rules and Regulations, and ACC Guidelines and all lot owners shall be bound by such.

38 Security Deposit. The ACC will obtain and retain from each Owner a \$1,000.00 deposit per lot at the time of conveyance, closing and settlement. Approval by the ACC to proceed with any construction will not be achieved until the said deposit has been received by the said committee, and further, the application to the ACC shall not be deemed appropriately submitted until the \$1,000.00 deposit has been paid to the ACC. No interest will be paid on the deposit. The Developer will retain and hold the security deposit until the Owner of the lot(s) complies with these Declarations, including timely completion of construction and landscaping. The Owner(s) of the Lot(s) are required to provide to the ACC through written instrument a request stating that their Lot is in compliance with these Declarations and requesting that the ACC perform an inspection of the Lot. Only upon such inspection and finding appropriate results as to the inspection list, shall the security deposit be refunded to the Owner(s) of the Lot(s). If the Owner fails to timely complete construction and landscaping, then the ACC may apply the security deposit towards the enforcing of these provisions against the Applicant, or the ACC may apply the security deposit towards the total cost of the landscaping to ensure that all lots within The Ridge Subdivision are in compliance with these Declarations. Entry of the Developer of the non-compliant lot shall not be deemed a trespass and the

Developer shall not be subject to any liability therefore. The costs for the installation and completion of the landscaping shall be billed to and paid by the Owner of the noncompliant lot and shall constitute a lien and a right to file a formal lien on the lot after the date that notice of noncompliance. The lien may be enforced by the Developer in a manner provided by law with respect to a mortgage with power of sale or deed of trust with power of sale, or with respect to the lien of mechanics and material lien now or with respect to any other lien on real property. In order for the lien to be discharged, the Owner of the noncompliant lot shall pay, in addition to the amount of the lien, all costs for foreclosure or other enforcement of the lien, including reasonable attorney fees.

SECTION 4. REPAIR & MAINTENANCE OF PROPERTY

39 **REPAIR AND MAINTAIN.** Each dwelling shall be kept in good condition. Each owner shall be responsible for keeping Dwelling, the exterior of the building, and all landscaping in a good and sightly condition. In the event a structure on a lot is damaged, through an act of God or otherwise, the owner of the Lot shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. The lots and improvements thereon shall be maintained in a tasteful manner. The Developer may at any time enter upon any lot that is unoccupied for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of trash and litter. No such entry shall be deemed a trespass and the Developer shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the Owner of the lot and shall constitute a lien on the lot after the date that notice of delinquency is filed for the record. The lien may be enforced by Velocity Development LLC in a manner provided by law with the respect to a mortgage with power of sale or deed of trust with power of sale, or with respect to the lien of mechanics and material lien now or with respect to any other lien on real property. In order for the lien to be discharged, the owner of the said lot shall pay, in addition to the amount of the lien, all costs and expenses incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorney fees.

SECTION 5. GENERAL PROVISIONS

40 **Terms.** These covenants are to run with the land and shall be binding on all parties and all persons for a period of forty (40) years from the date these said covenants conditions and restrictions are recorded, after which time said documents shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

41 **Enforcement.** Enforcement shall be by proceedings of law or in equity against any party or person violating or attempting to violate any covenant, condition and restriction either to restrain violation or to recover damage.

42 Severability. Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

43 Amendment. These Covenants, Conditions and Restrictions may be amended by the affirmative written consent of 75% of the owners of the lots by filing, in the office of the Iron County Recorder, an appropriate supplemental document showing the necessary consents and amendment to this document.

44 Additional Property. Additional property within reasonable proximity may be annexed into this subdivision and made subject to these Declarations. The Developer shall indicate its intent to have such property bond by these Declarations and any additional declarations on the plat of such additional property, or by recording a separate and complete set of declarations, and thereafter such additional property shall be annexed into and considered as part of the Property in all respects. This right of the Developer to annex additional property shall be assignable to one or more assignees.

Dated this 18th day of May, 2005

SPENCER L. JONES
Print Name-Spencer L. Jones/Velocity Development LLC

Spencer L. Jones
Title-Managing Member/Velocity Development LLC

STATE OF UTAH)
 Washington :ss)
COUNTY OF IRON)

On the 18 day of May, 2005 personally appeared before me Spencer L. Jones who being by me duly sworn did say, that he, signed the same for the purposes therein set forth.

[Signature]
Notary Public

My Commission Expires:
Mar. 14, 2008

St. George, UT
Residing In:

