

Recorded at the Request of:

Pure Style Construction Inc
c/o V. Lowry Snow, Esq.
SNOW JENSEN & REECE, PC
912 West 1600 South, Suite B-200
St. George, Utah 84771

DOC # 20210050433

Restrictive Page 1 of 4
Gary Christensen Washington County Recorder
07/28/2021 03:01:28 PM Fee \$ 40.00
By DIXIE TITLE CO



DEVELOPER'S RESTRICTIVE COVENANT

RE: BUILDING HEIGHT

Stone Cliff, St. George, Utah

THIS DEVELOPER'S RESTRICTIVE COVENANT (hereinafter "Covenant") is made by Pure Style Construction Inc, hereinafter referred to as "Developer," and the following persons or parties, hereinafter referred to as "Purchaser":

1704 Diamond Ridge LLC, a Wyoming Limited Liability Company

Name(s) of party or parties purchasing Lot

RECITALS

A. Developer is the owner of certain real property located in the City of St. George, County of Washington, State of Utah, which is particularly described as follows (hereafter the "Lot"):

**ALL OF LOT 1704, STONE CLIFF SUBDIVISION – PHASE 17,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE
OFFICE OF THE WASHINGTON COUNTY RECORDER.**

SG-SCF-17-1704

B. Developer is selling, and Purchaser is purchasing, the Lot identified herein. In order to preserve the value of the Lot and properties surrounding the Lot, especially as related to views from the Lot and the surrounding properties—which value both Developer and Purchaser have an interest in preserving—the parties hereto desire to impose this restrictive covenant limiting the total height of any primary or accessory building constructed on the Lot. The imposition of this restrictive covenant is a condition of Developer's sale of the Lot to Purchaser.

RESTRICTIVE COVENANT

1. Developer and the Stone Cliff Owners Association, and their respective successors and assigns, shall be the specific and designated beneficiaries of this Covenant and each shall have the independent right to enforce this Covenant. However, Developer shall retain the right to modify or amend this Covenant without the consent of the Stone Cliff Owners Association, with the recording of a new instrument signed and acknowledged by Developer and the Lot owner.

2. This Covenant shall run with, and shall be binding upon all parties having, or hereafter acquiring, any right, title or interest in all or any portion of the Lot. This Covenant shall at all times be subject to any provisions of the Declaration of Covenants, Conditions and Restrictions for Stone Cliff, as the same may be amended from time to time, and any rules and regulations of the Stone Cliff Owners Association authorized by the same, including the Design Guidelines

adopted by the Association from time to time. In any action to enforce this Covenant, the prevailing party is entitled to an award of attorneys' fees and costs from the non-prevailing party

3. **DEFINITIONS**. The following definitions shall apply throughout this Covenant:

b. "Base Elevation Point" shall mean and refer to the elevation of the Developer-prepared pad at the time the Purchaser takes title to the Lot.

c. "Top of the structure" shall mean and refer to the highest point of elevation of any part of a primary or accessory structure proposed to be constructed upon the Lot. This provision shall not apply to chimney or other structures of which the size, height and location must be approved by the Stone Cliff Architectural Control Committee ("ACC") and may be restricted or prohibited in the discretion of the ACC if the size, height or location would unreasonably interfere with the views of property and/or homes situated upgrade from the Lot.

4. **HEIGHT RESTRICTION**. As measured from the vertical distance from the Base Elevation Point to the top of the structure as each are defined herein, no primary or accessory building may be erected on the Lot to a height of more than TWENTY FIVE feet (25.0'), and no primary structure shall be erected to less than a height of twelve feet (12').

The undersigned have executed this Restrictive Covenant on this ____ day of July, 2021.

Developer:

PURE STYLE CONSTRUCTION INC



Kason Traveller, President

Purchaser(s):

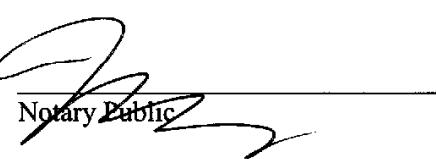
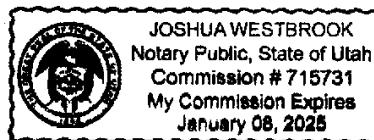
1704 Diamond Ridge Drive LLC, a Wyoming
Limited Liability Company



Jason Hansen, Manager

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

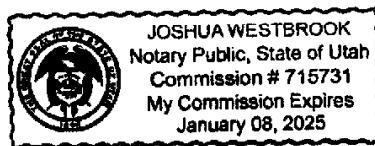
On the 28 day of July, 2021, personally appeared before me Kason Traveller, who being by me duly sworn did say that he is a President of Pure Style Construction Inc, and that he executed the foregoing Developer's Restrictive Covenant on behalf of Pure Style Construction, Inc by authority of the company, and he did acknowledge to me that the company executed the same for the uses and purposes stated therein.

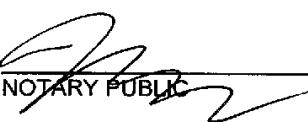

Notary Public

****NOTE TO TITLE COMPANY: ATTACH APPROPRIATE NOTARY**

STATE OF UTAH)
:SS
COUNTY OF WASHINGTON)

ON JULY 26, 2021, PERSONALLY APPEARED BEFORE ME, JASON HANSEN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS A MANAGER OF 1704 DIAMOND RIDGE, LLC, A WYOMING LIMITED LIABILITY COMPANY, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE HEREIN INSTRUMENT AND ACKNOWLEDGED THE INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY.





NOTARY PUBLIC