

DECLARATIONS OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
EVAN'S RIDGE SUBDIVISION  
WASHINGTON, UTAH

THIS DECLARATION made and dated the 31st day of March,  
1995 by BARRY BUTLER.

WITNESSETH

WHEREAS, BARRY BUTLER is owner of a certain tract of land  
designated as Evan's Ridge Subdivision, consisting of thirteen (13) lots, 1 through  
13, which is located in Washington County, State of Utah, as more particularly  
described in exhibit "A" of the Title Report.

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1995 APR 03 08:42 AM FEE \$18.00 BY CB  
FOR: SOUTHERN UTAH TITLE CO

EXHIBIT "A" - LEGAL DESCRIPTION

That portion of Lot No. 301 of the "Buena Vista No. 3 Subdivision", a Commercial Subdivision located in the Northeast Quarter (NE1/4) of Section 15, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and recorded in the Washington County Recorder's Office and being more particularly described as follows:

PROOFREAD

BEGINNING at a point South 88°58'00" West 1415.08 feet along the Section line and South 00°00'00" East 1243.29 feet from the Northeast Corner of said Section 15 and running thence along said Lot 301 as follows: North 71°00'00" East 86.47 feet; thence South 35°00'00" East 72.30 feet; thence South 44°34'30" West 482.49 feet to a point on a 220.00 foot radius curve to the right; thence Southwesterly 105.90 feet along the arc of said curve through a central angle of 27°34'50" to the point of tangency; thence South 44°34'30" West 12.47 feet to the point of a 1200.00 foot radius curve to the right; thence Southwesterly 132.82 feet along the arc of said curve to the point of tangency; thence South 50°55'00" West 176.34 feet to a point of a 20.00 foot radius curve to the right; thence Northwesterly 18.51 feet along the arc of said curve to the point of tangency; thence North 43°30'00" West 134.665 feet to the point of a 145.00 foot radius curve to the right; thence Northwesterly 89.84 feet along the arc of said curve through a central angle of 35°30'00" to the point of reverse curvature of a 205.00 foot radius curve to the left; thence Northwesterly 16.77 feet along the arc of said curve through a central angle of 04°41'12"; thence North 46°30'00" East 112.94 feet; thence leaving said Lot 301 South 43°30'00" East 17.00 feet; thence North 46°30'00" East 85.00 feet; thence North 43°30'00" West 17.00 feet to the West line of said Lot 301; thence along said Lot 301 as follows: North 46°30'00" East 170.00 feet; thence North 63°23'30" East 269.58 feet; thence North 71°00'00" East 213.53 feet to the point of beginning.

\* \* \*

WHEREAS, BARRY BUTLER, together with any successor or assignee, desires to impose on the lots in the aforesaid subdivision mutual and beneficial covenants, conditions and restrictions under a general plan of improvement for the benefit of all land in the tract, and the future owners of said lands.

NOW THEREFORE, BARRY BUTLER hereby declares that all of the lots in the above-described subdivision are held, conveyed, hypothecated, encumbered, leased, used, occupied and improved, subject to the following covenants, conditions and restriction:

1. PURPOSE. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to establish a general plan of improvement, to enhance and protect the value of the property, and to maintain the desired tone of the community, and hereby to secure to each lot owner the full benefit and enjoyment of his 4-plex, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to other lot owners.

2. USE. All lots shall be used only for multi-family residential purposes. No other use shall be permitted.

3. LOT SIZE. Lot sizes as described by the subdivision plan for Evans Ridge on file in the office of the Washington County Recorder, are considered minimum lot sizes and no person shall subdivide any lot as shown on the recorded plan of said subdivision into smaller parcels.

4. MINIMUM AREA. The minimum total floor area of any unit within a 4-plex shall not be less than 850 square feet.

5. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected or placed in the subdivision 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.

6. NUISANCES. No obnoxious or offensive activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the owners of the other lots within the subdivision. No barn, coop, shed, sty, or building of any other type shall be erected or placed on any lot within the subdivision for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other animals and none of the foregoing shall be kept, maintained, or permitted at any place with said subdivision, excepting only household pets.

No vehicles shall be parked or stored closer to the street than the required structure setback line unless regularly used and properly maintained.

7. BUILDING PLAN. To enhance and protect the value of the property, to establish a general plan of improvement and to maintain the desired tone of the community, only the building plan of the developer, Barry Butler, may be used or a building plan approved by Barry Butler.

8. EXTERIOR OF BUILDINGS. All choices of exterior coatings must meet

with the developer's approval, along with the choices of exterior color; ie. paint, stucco, roof, covers, and any other exterior materials.

9. EQUIPMENT. No equipment, additions or devices of any kind shall be permitted on the street side of the roof or in a location as to be visible from the street.

10. TRASH. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited.

11. SIGNS. No sign shall be displayed to the public view on any lot within the subdivision, except one sign, of the size specified in the City of Washington Ordinance, thence in effect, displayed for the purpose of advertising a specific lot or 4-plex for sale or rent.

12. PERSONS BOUND BY THESE RESTRICTIONS. All the covenants, conditions and restrictions herein contained constitute a mutual covenant running with the land and all persons, partnerships, corporation and other entities who now own or shall hereafter acquire any interest in the lots in said subdivision agree and covenant with the present and all successive future owners of lots in said subdivision to conform to and observe the foregoing covenants, conditions and restrictions until January 1, 2005, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of the (10) years each. Said covenants may be amended, changed or terminated in whole, or in part, by a vote of a majority of the then owners of the lots within the subdivision. Such amendments, changes or terminations shall be affected by instruments in recordable form, executed by the then owners of the lots within the subdivision and filed in the County Recorder's Office.

13. VIOLATION AND DAMAGES. Any deed, lease, conveyance, or contract made in violation of the provisions hereof shall be void and may be set aside on petition of any lot owner. Furthermore, if the owner of any lot in the subdivision of any other person claiming an interest therein, shall violate any of the covenants, conditions or restrictions herein contained, it shall be lawful for any other person or person, owning an interest in any lot in Evans Ridge or in any Evans Ridge Plat that will be recorded subsequent to the date of this declaration to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, conditions or restrictions hereof, either at law or damages, or in equity for an injunction, or other equitable relief. All costs and expenses of such proceedings as specified in this paragraph, including a reasonable attorney's fee, shall be taxed against the offending party or parties and shall be declared by the Court to constitute a lien against the real estate of said party located within said subdivision and such lien may be enforced in such a manner as the Court may order.

14. WAIVER. If the violation of these covenants, conditions and restrictions is of a continuing nature, the failure to prosecute such a violation for any period after such violation occurs shall not operate as a waiver of the right so subsequently prosecute with respect to said violation, nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any other lot in the subdivision. It is further agreed that all the covenants, conditions and restrictions set forth herein shall not be deemed changed or

abandoned by change of conditions in the neighborhood, acquiescence, by violation or other act or failure to act by any lot owner or any other person.

15. COMPLIANCE WITH ZONING ORDINANCES OF WASHINGTON CITY. All present and future successive lot owners agree to abide and conform to all Washington City ordinances then in effect, which pertain to the subdivision.

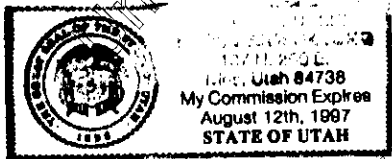
16. SAVINGS CLAUSE. If any provisions hereof, or the application of any provisions to any person or circumstances, shall be held invalid, the remainder of the Declaration, or the application of such provisions to persons or circumstances other than those to which it is held invalid shall be deemed valid.

IN WITNESS WHEREOF, the owners has executed this Declaration at St George, Utah, on the day and year first above written.

Signed this 31st day of March, 1995

BARRY BUTLER

*[Handwritten signature of Barry Butler]*



State of Utah )

County of Washington )

On this 31st day of March, 1995, personally appeared before me, Barry Butler, whose name is subscribed to on this instrument, and satisfactorily proved to me to be the signer of the above instrument, acknowledged that he (she) executed the same.

*[Handwritten signature]*  
Notary Public

My Commission Expires: 08/12/97