

#127526

## DECLARATION OF RESTRICTIONS

WHEREAS, RAINBOW MEADOW RANCHOS, a corporation organized and doing business under and by virtue of the laws of the state of Utah, with its principal place of business at Delta, Utah, hereinafter referred to as the Corporation, is the owner of that certain tract of land known and designated as Rainbow Meadow Ranchos Subdivision-Unit A, which is situated within the County of Iron, State of Utah, and more particularly described as follows:

Beginning East 3879.7 feet from the Northwest corner of Section 30, Township 36 South, Range 8 West, SLB&M, thence South 1318 feet to the South line of Lot 4, Section 30; thence East along the South line of Lots 2, 3, and 4 a distance of 3038.1 feet to a point West 260.9 feet from the Southeast corner of said Lot 2, Section 30; thence North 11°53' West 1344.7 feet to a point West 1857.4 feet from the quarter corner of Sections 19 and 30; thence West 2101.4 feet to the Southeast corner of Lot 25, Section 19; thence North 1320 feet; West 659.8 feet; South 1320 feet to beginning.

AND, WHEREAS, said Corporation has subdivided the aforescribed real property and intends to sell lots and buildings sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants, hereinafter referred to as "Protective Restrictions", in order to insure the most beneficial development of said real property and to prevent any such use thereof as might tend to diminish the valuable or pleasureable enjoyment thereof;

NOW, THEREFORE, said Corporation hereby declares that said Protective Restrictions are hereby imposed on said protected area and are as follows, to-wit:

1. Restriction Against Business Use. The owner of any subdivision lot shall not, at any time, conduct or permit to be conducted on said premises any trade or business of any description, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

2. Re-Subdivision Prohibited. No subdivision lot shall be re-subdivided.

3. One Dwelling Per Subdivision Lot. Not more than one trailer home shall be installed nor more than one single family dwelling with a private garage shall be built upon any one subdivision lot, and no construction of any such private dwelling or garage shall be commenced until the Planning and Governing Board, hereinafter created and provided for, has approved the plans, specifications and list of materials pertaining to any such proposed construction.

4. Reservation of Easements. The Corporation expressly reserves from said real property an easement over or under the surface of said real property as might prove reasonably necessary for (1) the installation and maintenance, by it or its assignees, of power lines, telephone lines, water lines, sewer lines and drains, and (2) the installation and maintenance of conduits under the surface of said lands which are reasonably necessary for any and all utilities, whether expressly referred to herein or not.

5. Creation of Planning and Governing Board. That there is hereby created a board which shall be known and designated as the Planning and Governing Board; said board to be composed of three (3) members. One such member shall be selected by the Corporation and two members shall be selected by the owners of said subdivision lots. No compensation shall be paid to any member of such Board for services rendered. The Planning and Governing Board shall have the authority to make whatever rules and regulations are reasonably necessary to protect the health and safety of the owners of said subdivision lots; said rules and regulations to conform to and comply with all statutes, ordinances and regulations of the County of Iron and the State of Utah and its agencies. The Planning and Governing Board shall also make rules and regulations regulating the dimensions of dwellings and garages to be constructed, materials used in such construction, and prescribing the height and width of fences to be constructed and the materials to be used in the construction of said fences. Each owner of a subdivision lot shall be bound by the rules and regulations promulgated by said Planning and Governing Board.

6. Livestock Restriction. No livestock, poultry, or other animals, including but not limited to pets, shall be allowed on the hereinbefore described subdivided property, without the prior consent of the Planning and Governing Board having been first had and obtained.

7. Fencing. The owners of the subdivision lots shall, at their own expense, adequately fence the lot or lots purchased and conveyed to them, and the failure of any such owner so to do shall relieve the Corporation from liability for any damage resulting from trespassing cattle or horses belonging to the Corporation, and no construction of any such fences shall be commenced until the Planning and Governing Board herein created and provided for has approved the plans, specifications and list of materials pertaining to any such proposed fence construction.

8. Disposal of Waste. No rubbish or waste material shall be disposed of by depositing same on any street nor within the confines of any stream or channelway.

9. Parking. No motor vehicles or trailers shall be parked within the boundaries of any street nor waterway.

10. Titles Subject to Restrictions. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the Protective Restrictions hereof.

11. Binding Effect of Restrictions; Duration; Automatic Renewal. The foregoing Protective Restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, at which time said Protective Restrictions shall automatically be renewed for an additional period of twenty-five (25) years, unless 75% or more of the owners of record, at that date, agree

in writing to changes and said changes are made in lawful manner.

12. Enforcement of Restrictions. That each and all of the Protective Restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved, or to the Corporation, or its successors in interest. Invalidation of any one of these Protective Restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Corporation has signed this Declaration of Restrictions by its President and Secretary, duly authorized by the by-laws of said corporation, and has affixed its corporate seal this 8 day of May, A.D., 1962.

ATTEST:

(SEAL)

RAINBOW MEADOW RANCHOS

By John A. Day  
Secretary

By Russel Knight  
President

STATE OF UTAH  
SS.  
COUNTY OF MILLARD

On the 8 day of May, A.D. 1962, personally appeared before me, Russel Knight and John A. Day, who being duly sworn did say, each for himself, that they are the President and Secretary, respectively, of Rainbow Meadow Ranchos, and that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws, and the said Russel Knight and John A. Day duly acknowledged to me that said corporation executed the same.

My Commission Expires:

June 25, 1963

(SEAL)

Athena B. Cook  
Notary Public, residing at  
Delta, Utah

Filed for record May 9, 1962 at 10 a.m. at the request of John A. Day.

*Joan St. H. Shealy*  
County Recorder

#127582

AFFIDAVIT OF IDENTITY

STATE OF UTAH  
SS.  
COUNTY OF WASHINGTON

Comes Now M. Zuckerman who deposes and says:

that I am a citizen of the United States and over the age of 21 years and a resident of Santa Monica, California.

That I was well and personally acquainted with H. G. Zuckerman, one of the grantees in that certain corporation deed executed on September 17, 1952 by Weyl-Zuckerman Company, a California Corporation, and recorded in the office of the Iron County Recorder on September 20, 1952 in Book A-17 of deeds at Page 75-77; and that I know of my own knowledge that the said H. G. Zuckerman was one and the same person as Herbert G. Zuckerman, deceased, whose estate was distributed by final decree of distribution-probate no. 1488 in the Fifth Judicial District Court of the State of Utah in and for the County of Iron which decree of final distribution was filed for record on December 31, 1955 in Book 6 Page 190-193 of said probate records;

And that I know of my own knowledge that said H. G. Zuckerman and Herbert G. Zuckerman are one and the same person, the same being my brother.

FURTHER DEPONANT SAITH NAUGHT.

M. Zuckerman

Subscribed and sworn to before me this 2 day of May, 1962.

My Commission Expires:  
February 6, 1965

(SEAL)

Clair S. Terry  
Notary Public  
Residing at St. George, Utah

Filed for record May 15, 1962 at 1 p.m. at the request of Homer Parcells.

*Joan St. H. Shealy*  
County Recorder  
By Cora J. Shultz - Deputy