

RESTRICTIONS covering UNIT 1, WASHINGTON PARK SUBDIVISION consisting of approximately 15 acres in Section 14, Township 42 South, Range 15 West, Salt Lake Base & Meridian, in Washington City, Washington County, State of Utah, as recorded in the Washington County Recorder's Office in St. George, Washington County, Utah:

Mary Urie, being the owner of all the following described real property, situated in said Unit 1 of said subdivision in Washington City, Washington County, State of Utah, to-wit:

All of the lots in Unit 1, including Lots 1 through 68, which shall be known and described as single family residential lots, said lots being according to the plat thereof of record in the office of the County Recorder of Washington County, Utah,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following expressed conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. All of the lots in Unit 1, including lots 1 through 68 shall be known and described as single family residential units.

2. All structures on lots 1 through 56 shall be of new construction, and no building shall be moved from any other location onto any of said lots; provided that a building of new construction may be moved onto a lot subject to these restrictions. "Structure" within the meaning of this paragraph shall not include mobile homes.

3. Lots 57 through 68 shall be exclusively for mobile homes of double expanding and double trailer houses of new construction, not less than 800 square feet of living space; placed upon a permanent foundation of masonry construction, the footings of which must be at least 12 inches wide, and not less than eight inches deep. Said foundation must be completed and the trailer placed thereon within 60 days after the trailer is originally parked.

4. No garage or other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected thereon. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes. This paragraph shall not apply to any temporary building used for storage or watchman during the progress of construction continuously prosecuted.

5. No structure shall be erected, altered, placed or permitted to remain on any of said residential lots other than one detached single family dwelling (not to exceed two-and-one-half stories in height or 35 feet), including split level homes or ranch type homes, with attached carport or garage, a private garage (not to exceed one story in height for not more than three cars), guest house or servants' quarters (not to exceed one story in height) and outbuildings necessary thereto.

6. No dwelling house shall be erected, permitted or maintained on any of the residential lots in said subdivision having a ground floor area of less than 800 square feet, including the walls proper of the house, but exclusive of open porches, pergolas or attached garage, if any, or other similar extensions or projections; EXCEPT that a guest house or servants' quarters having a ground floor area of 400 square feet or more shall be permitted.

Entry No. 136793 Recorded at request of Mary A. Urie
Date November 12, 1971 at 3:45 P. M. Book 111 Page 347-349 Fee \$ 4.00
Gayle J. Graff Washington County Recorder, By William R. Anderson Deputy.

AND/OR MULTIPLE MARU 11/12/71
AND/OR MULTIPLE MARU 11/12/71

7. No building shall be erected on any residential lot the front walls of which are closer than 20 feet to, nor further than 35 feet from the front property line, nor shall the side walls of any dwelling be nearer than six feet on one side to a lot line, or nearer than 10 feet on the other side to a lot line. In addition, there shall be a minimum rear yard for main building of not less than 30 feet.

8. No solid wall or no fence over 3 feet high shall be constructed or maintained nearer to the front street line of any residential lots than the front walls of the building erected on such lot; and in the case of a lot on which no residence has been constructed, no solid wall or no fence over 3 feet high shall be constructed or maintained closer than 20 feet to the front lot line of any of said residential lots. No side or rear fence and no side or rear wall, not the wall of the building constructed on any residential lot, shall be more than 6 feet in height. No hedge more than 3 feet in height shall be permitted closer than 20 feet to the front lot line of any residential lot.

9. None of said residential lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder; EXCEPT a trailer will be permitted for a period not to exceed one year during construction of a home. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools, or drainage fields. The cesspool shall be deep enough to prevent water from coming to the surface.

10. No advertising signs (except "For Rent" and "For Sale" signs), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said residential lots; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any lot, or depreciate the value of any lot for dwelling house purposes.

11. No livestock shall ever be kept, maintained or permitted on any of said residential lots. Poultry or rabbits for private use of occupants of lots are permitted to be kept, PROVIDED they are properly fenced in and the premises maintained in a sanitary condition and free of offensive odors.

The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until the death of Nick Neilson, Corry Smith and David Hoffman, and the survivor thereof, plus 20 years, Said Nick Neilson, Corry Smith and David Hoffman being small children of approximately six or seven years of age, currently living in Washington City, Washington County, State of Utah, and may not be terminated during this period except upon the written consent of all property owners in this area covered by these restrictions, and said restrictions may not be changed during this period except under the same terms and conditions, and that is that the consent of all property owners in the area covered by these restrictions must be obtained in writing.

Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions or stipulations, and restrictions shall be binding upon the respective grantees.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations and restrictions, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute proceedings at law or in equity against all persons violating or attempting or threatening to violate any of such covenants,

restrictions, conditions or stipulations, and either to prevent him or them from so doing, or to recover damages or other dues for such violations.

Invalidation of any one of these covenants, conditions, stipulations and restrictions shall in nowise affect any of the other provisions, which shall remain in full force and effect.

DATED this 12 day of NOVEMBER, 1971.

148793

Mary A. Urie
Mary A. Urie

STATE OF UTAH)
) SS.
COUNTY OF IRON)

On the 12 day of NOVEMBER, 1971, personally appeared before me Mary A. Urie, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Patricia H. [Signature]
NOTARY PUBLIC
Resident of Cedar [Signature]

My Commission Expires:
7 MAY 1972