

SUNSET ESTATES PLAT "B" - RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That JACK C. REBER and ANNA BELLE L. REBER, his wife, are the owners and developers of the tract of land known as SUNSET ESTATES, PLAT "B" SUBDIVISION, in Washington County, State of Utah, and we do hereby subject said land to the following covenants, restrictions, and conditions; and the acceptance of any deed or conveyance thereof, or any part thereof, by the grantee therein, and their, and each of their heirs, executors and administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions as follows, to-wit:

1. USE OF LAND: No lot shall be used except for single family residential purposes, and no lot shall contain more than one (1) habitable structure. Structures built thereon shall be in accord with prevailing zoning ordinances.
2. ARCHITECTURAL CONTROL: No specific style or pattern of construction dwelling units. However, no single family unit shall be less than one thousand (1,000) square feet in size, exclusive of garages and carports. Single family units shall provide for the off-street parking of not less than one (1) vehicle. Garages and carports may be either attached or detached. No parking of commercial vehicles or farming implements will be allowed within this subdivision.
 - a. Only new construction will be allowed in this subdivision. No old houses or other structures (defined as nothing other than new construction) will be moved onto or constructed or settled in any manner on any lot in this subdivision.
3. BUILDING LOCATION: No dwelling shall be located closer at any point than twenty (20) feet from the front property line. No dwelling shall be located closer than ten (10) feet to any rear property line nor closer than ten (10) feet to any side property line, provided that a minimum of ten (10) feet shall be maintained on at least one side of said dwelling. Corner lots shall meet the front-yard set-back requirement on the street sides of property.
4. TEMPORARY STRUCTURES AND MOBILE HOMES: No temporary structure nor mobile home shall be located on any lot, excepting the storage of one (1) camper or camping trailer (not to be occupied in any fashion or manner), belonging to the property owner, provided such storage is confined to the rear-yard area.
5. RE-SUBDIVISION OF LOTS: No lot in this subdivision shall be re-subdivided into smaller lots.
6. SIGNS: No property owner shall construct or display any sign on any lot except as provided herein. A name sign not to exceed one (1) square foot in size, or a "for sale" or "for rent" sign not to exceed two (2) square feet in size shall be permitted.
7. REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, inoperable vehicles, or any other such waste material. Such trash shall be kept in sanitary containers and regularly disposed of.
8. ANIMALS: No animals or livestock may be kept or maintained on the premises except for domestic pets, such as dogs or cats. These may be kept, provided they are not maintained or bred for any commercial purpose.
9. WATER AND SANITATION: No individual water supply system shall be used or permitted to be used in this subdivision. All septic tanks shall be installed according to Utah Health Department requirements and shall be kept and maintained in working condition. In the event that sanitary sewer or sewage facilities become available to residents of this subdivision, all property owners shall attach all sewage lines to said system at property owner's expense.

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10. WALLS, FENCES AND HEDGES: All walls and fences shall be kept in good repair and no fence, wall, or hedge shall exceed an overall height as measured from the top of the footings to the top of the fence, wall, or hedge in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of three (3) feet in any front yard setback area.

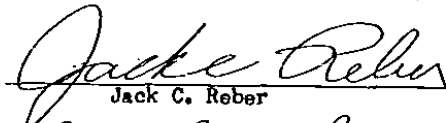
11. LANDSCAPING: All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the area. Shrub and/or trees plantings on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees and/or shrubs shall be planted on any corner. Undeveloped lots shall be kept free of tall weeds by the owner(s) of said lots. Should excessive growth occur, the owners shall be notified of such condition and be given thirty (30) days to correct same, after which time another owner may order such correction effected; the expense of which shall be charged to the owner(s) of the undeveloped lot(s).

12. DAMAGE: Any damage, inflicted on existing improvements such as curb, streets, gutters, concrete sidewalks, etc., by the buyer, or owners of any lot must be repaired, or the expense of such repair must be borne by the owner or buyer at his own expense. This also includes damage to landscaping.

13. All of the covenants and restrictions set forth in this declaration shall take effect upon recording and shall continue and remain in full force and effect at all times against said property and the owners thereof or any subsequent owner thereof for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty-year period, said requirements may be altered or changed or modified by a written agreement of more than three-fourths of the lots owners of said subdivision. Said changes shall not include easements or other areas dedicated to the public. In addition, the declarant of said restrictions may from time to time subject additional restrictions or covenants as may be deemed necessary for the protection of other property owners in the subdivision.

14. RIGHT TO ENFORCE: The provisions contained in this declaration shall be enforceable by the land developer or by the owners or owner of any piece or lot of property in said subdivision or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein. The declaration of any restriction to be invalid by court proceedings shall not invalidate any other restriction unless specifically specified.

Dated: August 16th, 1973.


Jack C. Reber


Anna Belle L. Reber

SUBSCRIBED AND SWORN TO before me this 16th day of August, 1973, at St. George, Washington County, State of Utah.




Ralph C. Lamoreaux, NOTARY PUBLIC

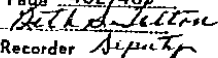
Residing at St. George, Utah 84770

Entry No. 156578 Fee \$3.00

Recorded at Request of
Ralph Lamoreaux

Date August 16, 1973 at 4:40 P.M.

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Gayle J. Graff 
Washington County Recorder

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