

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, THE UNDERSIGNED are the owners of the following described real property located in Iron County, State of Utah, to-wit: ALL of the SPANISH TRAIL ESTATES NO. 2, including all phases of development, according to the Official Plat thereof on record with the County Recorder of Iron County, State of Utah.

WHEREAS, it is the intent and purpose of the undersigned to limit and restrict the type, quality, and use of all structures and other matters now existing or to be placed or used on said property for the benefit of all of the owners thereof, which said restrictions are and shall be construed as covenants running with said land and shall bind the undersigned, his heirs, executors and future assigns of said premises, and all persons here-in-after having any interest therein, or any part or parts thereof to the following restrictive covenants, TO-WIT.

FULL-PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B in their entirety shall apply to Subdivision, etc.

PART B. RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage or carport for not more than three cars and such other accessory buildings as are approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other residences and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part C.

B-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000, including the lot, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.

B-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line, except that a one foot yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line.

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Recorded at Cedar Land Title, Inc.
Request of _____
Date AUG 20 1975 3 P.M. Fee 66.⁵⁰ Bl. 210 Page 260-264
By Joan Th. Hayden County Recorder
By Cara J. Hulst Deputy
Sub'd Ind'd Abs'd Proof 260

CLT 1000

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than one acre.

B-6. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(a) No Clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b) No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.

(c) Permitted pets, poultry and livestock are to be adequately housed or stabled in sanitary facilities to prevent offensive odors, insects and disease. Predatory or destructive animals or fowl are to be adequately restrained to prevent marauding nuisance or damage to other property owners.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or other structure designed for use in boring for oil or natural gas such as derricks, mineral excavations or shafts shall be erected, maintained or permitted upon any lot.

B-11. Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine, goats, and cows are not permitted on any lot either temporarily or permanently. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

B-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the tri-angular area formed by the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement or bridle path. No tree shall be permitted to remain within such distances of such intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement or bridle path. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Linford Orton, Cedar City; Samuel Gentry, Cedar City; and H. Clark Houston, St. George. A majority of the committee may designate a representative to act for it. Except as provided below the terms of this committee shall be for a period of 10 years, at which time, an election shall be held and a majority vote of the lot owners, any or all members of the committee may be changed. The terms of the committee members shall be for periods of 5 years after the first election takes place. The committee shall have the obligation to take appropriate action in any instance to affect the performance of the committee or any lot owners to the rules, regulations, and restrictions as laid down in this Covenant. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Enforcement may be by the Architectural Control Committee or by any affected property owner or owners.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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PART E. SUB-DIVISION OF LOTS

E-1. NO lot within Spanish Trail Estates, Unit 2 may be re-subdivided.

E-2. MOBILE HOMES. Trailers, mobile homes, and all temporary homes of any nature and construction will not be permitted. EXCEPT, a home owner, may store his own recreational travel trailer, boat, or camper on his own lot, as long as the trailer, boat or camper is not lived in, and the trailer, boat or camper is in good repair.

E-3. FIREARMS. The discharging of firearms within the boundaries of the Spanish Trails subdivision, Unit 2, is prohibited.

E-4. ZONING. All lots within the Spanish Trail Estate Subdivision, Unit 2 will be zoned for single family residences with one home per lot. All lots within the subdivision may have a home built upon them with an apartment in the basement, or attached, with the permission of the Architect's Committee as to harmony and suitability as set forth in these covenants, with adequate off-street parking and proper compliance with nice looking Architecture.

E-5. CARE OF LOTS. No garbage, refuse, or obnoxious or offensive material shall be permitted to accumulate on any of said lots or parcels, and the owner thereof shall cause all garbage and other material to be disposed of by, and in accordance with, accepted sanitary practices as directed by the Architect's Committee. No old vehicles may be parked or stored on said lots that are not being used and that cause unsightly condition. None of the lots may be used for storage purposes of any kind or nature by absentee owners who do not own a home on the lot that they are proposing to store things on. All trash cans must be kept in some enclosure, so that they are not visible to the neighbors or public. There will be no burning of trash in incinerators or by any other means. Trash and garbage must be hauled off.

E-6. TRENCHES AND HOLES. No trenches or holes shall be left open so as to create a public nuisance, nor shall excavation dirt be left piled around yards which will create an unsightly atmosphere. No top soil is to be removed from any lot.

E-7. DRIVEWAYS. An all weather driveway, preferably gravel, cement, cinder, or some other hard surface material must be installed on the lot within three months of a new home being finished upon the lot. There will be no on street parking allowed except for the use of a home owners visitors, for a short period of time. All vehicles will be parked on the owner's property.

E-8. SPEED LIMITS. The speed limit on all streets within Spanish Trail Estates, Unit 2 shall be 20 mile per hour.

E-9. ENFORCEMENT. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision, or the Architect's Committee, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

E-10. ACCEPTANCE OF RESTRICTIONS. Each and all conveyances of lots or portions thereof within said subdivision shall be made, by the undersigned, its successors and assigns expressly subject to the terms of this declaration of restrictive covenants. The acceptance of a conveyance in behalf of said tract by any person or persons or business entity shall constitute an acknowledgement of acceptance of the terms and conditions hereof. All restrictions and conditions herein imposed on any lot within said subdivision shall be construed as applying with equal force to any part or portion or any such lot within said subdivision.

Samuel Gentry

Samuel Gentry
H. Clark Houston

H. Clark Houston

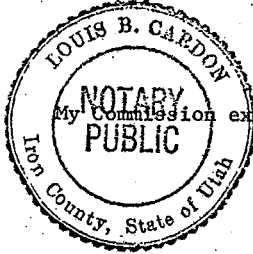
Linford Orton

Linford Orton
8/14/75
Date

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#179610

STATE OF UTAH,)
)) SS.
COUNTY OF IRON.)

On the 14th day of August, A.D. 1975, personally appeared before me SAM M. GENTRY, H. CLARK HOUSTON and LINFORD ORTON, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Louis B. Cardon
Louis B. Cardon, Notary Public

Residing at Cedar City, Utah.

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