

**DECLARATION OF PROTECTIVE COVENANTS FOR**

Blue Heron Estates Subdivision All Phases

a residential subdivision located in St. George, Utah

Blue Heron Development, Inc. ("Declarant"), own certain real property in Washington County, Utah, which is more particularly described as follows (the "Property"):

**Tax Serial Nos:** SG-5-3-3-1431 and SG-5-3-3-132

**Property:** Beginning at a point on the centerline of 3210 East Street, said point lies North 00°48'35" East along the section line 643.71 feet and due West 1330.34 feet; from the East Quarter Corner of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 00°45'21" West along said centerline 297.66 feet; thence North 88°59'49" West 1329.94 feet to the centerline of 3000 East Street, thence North 00°42'05" East along said centerline 296.38 feet; thence South 89°00'05" East 665.11 feet; thence South 89°06'09" East 665.11 feet to the point of beginning.

**Property Also known as:** Lots 1 - 22 inclusive, of the Blue Heron Estates Subdivision

Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive residential subdivision. Therefore, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, and easements, and to the Plat recorded concurrently herewith. The covenants, conditions, restrictions and all terms in this Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

**ARTICLE 1****DEFINITIONS**

The following definitions control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning.

1.1 **"Additional Property"** means and refers to any real property which is adjacent or contiguous to, or otherwise within the vicinity of the Property, whether or not so

described herein or on the Plat. If any Additional Property is annexed to this Declaration, it shall become part of the Property.

1.2 "**Declarant**" means Blue Heron Estates Development Corporation and its heirs, successors, and assigns.

1.3. "**Declaration**" means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.4 "**Development Phase**" means the period of time in which the Declarant controls development of the Property. The Development Phase is not dependent or contingent upon Declarant's ownership of any Lot within the Property. The Development Phase will end by Declarant's express surrender of the same, which surrender must be in a written instrument signed by Declarant and recorded in the office of the Washington County Recorder. Unless the instrument specifies a different date, the date the Development Phase expires will be the date of recording of the instrument.

1.5 "**Lot**" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership.

1.6 "**Lot Owner**" means and is synonymous with the term "Owner".

1.7 "**Owner**" means the entity, person, or group of persons owning fee simple title to any Lot within the Property.

1.8 "**Plat**" means the subdivision Plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any replacements thereof, or additions thereto.

1.9 "**Property**" means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration.

## ARTICLE 2

## USE RESTRICTIONS

**2.1 Land Use.** All Lots shall be used only for detached single family residential purposes. As used herein, the term "family" means persons related by blood or marriage, by legal adoption, or by operation of law.

**2.2 Commercial Activity.** Home occupations conducted entirely within a dwelling and carried on only by persons primarily residing in the dwelling and which are incidental and secondary to the use of the dwelling for single family residential purposes are permitted so long as they comply with applicable laws and ordinances. Examples of these permitted uses include private piano lessons, private tutoring, a professional home office or library, hairstyling studio, and similar incidental uses that do not change the character of the residential dwelling or permit more than a single person to enter on any Lot for services at any given time. Such uses must be properly licensed by the City of St. George. Except for these limited and incidental uses, any commercial, business, or use for remuneration is prohibited. This prohibition includes any activity in which a Lot Owner surrenders full-time occupancy or exclusive use of their dwelling to another. Examples of prohibited uses include rehabilitation or addiction treatment facilities, half-way homes, and nightly, short-term, or vacation rentals through or similar to services such as Airbnb, VRBO, and HomeAway,

**2.3 Leasing and Rentals.** Blue Heron Estates Subdivision is developed as a residential community. To protect the value and desirability of Blue Heron Estates Subdivision as a harmonious and attractive residential community, the leasing or rental of any dwelling on any Lot for any period of less than 90 days is prohibited. This prohibition includes using Lots as short-term or nightly rentals, or for any use that would violate the commercial activity restrictions in Section 2.2. Subject to the restrictions and requirements in this section, leasing is otherwise permitted so long as it is for single family residential purposes. All leasing and rental agreements shall be subject to the provisions of this Declaration. Any violation of this Declaration by any lessee or tenant may be enforced against the Lot Owner.

**2.4 Lot Size.** Lot sizes as described on the Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the Plat. Lots may not be combined for construction of a single home.

**2.5 Care and Maintenance of Lots.** Lot Owners shall keep their Lots free from rubbish, litter, and noxious weeds. All structures, landscaping, and improvements must be maintained in good condition and repair at all times.

**2.6 Weed Control.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials so as to minimize weeds, fire and other hazards to surrounding Lots, homes, structures, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds means and refers to those plants that are injurious to crops, animals, land, or the public health.

**2.7 Pest Control.** No Lot Owner shall permit anything or condition to exist upon the Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities as may be necessary to prevent insects, rodents, and other pests from being present on their Lot.

**2.8 Animals, Livestock, Poultry, and Agriculture.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to lot owners.

**2.9 Garbage and Refuse Disposal.** No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

**2.10 Sewage Disposal.** Each home shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

**2.11 RVs, Boats, and Inoperable Vehicles.** No boats, trailers, buses, motor homes, campers, recreational vehicles, or similar vehicles shall be parked or stored upon any lot except within an enclosed garage or on a pad behind the required front Lot line setback area. No such vehicles shall be parked overnight on any street located within the Property. Motor vehicles that are inoperable cannot remain upon any street or Lot or road areas adjacent thereto. If an inoperable motor vehicle remains upon any Lot or road area for a period exceeding 30 days, the Declarant or other Lot Owners may remove the inoperable motor vehicle after a 10-day written notice to the Lot Owner. The cost of such removal shall attach to the Lot of the offending Lot Owner as a valid lien in favor of the party causing such removal. For the purpose of this section, a vehicle is inoperable if it is unable to operate in a normal manner upon the streets under its own power or which is unlicensed or unregistered for 6 weeks or more.

**2.12 Declarant's Business, Marketing, and Sales.** Notwithstanding any provisions to the contrary in this Declaration, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of homes and sale of lots during the Development Phase, and upon such portion of the Property as Declarant deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

### ARTICLE 3 ARCHITECTURAL CONTROL

**3.1. Architectural Control Committee.** The Architectural Control Committee ("ACC") will be selected and appointed by the Blue Heron Development, Inc

**3.1.1 Approval Required.** Approval of the ACC is required prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements.

**3.1.2 Declarant as ACC.** The Declarant shall act as or appoint individuals to serve on the ACC.

**3.1.3 Submission of Plans.** One set of building plans and specifications will be filed with the ACC, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the ACC may determine from time to time, and an application and such supporting material, such as samples of building materials, as the ACC deems necessary. No work shall commence unless and until the ACC endorses the plans with its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said ACC pursuant hereto.

**3.1.4 Rights of Approval.** The ACC has the right to refuse or approve any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

**3.1.5 Architectural Standards.** The ACC may promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.

**3.1.6 Non-Liability.** The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ACC's review of plans are in no way be concerned with structural or mechanical integrity or soundness.

**3.1.7 Time Frame for Action.** In the event the ACC fails to approve or disapprove in writing any such plans within 30 days after the submission thereof to the ACC, then approval shall be deemed to have been given.

**3.1.8 Waiver.** The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any

similar plans and specifications subsequently submitted.

**3.1.9 Rules and Regulations.** The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to owners who have made application to the ACC for approval of plans.

**3.1.10 Declarant Exemption.** Declarant is exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

**3.2 Governmental Permit Required.** No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve any such matter.

**3.3 Design Restrictions.** In order to promote a harmonious community development and protect the character of the Property, the following design guidelines, together with any guidelines hereafter established by the ACC, are applicable to the Property:

**3.3.1 Purpose and Intent.** The intent of these Design Restrictions is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements.

**3.3.2 ACC Enforcement.** The ACC may levy a fine or penalty of up to \$50.00 per day against any Owner who fails to refrain from violating these covenants. A fine may be levied for each day of a continuing violation. Before levying any fine, the ACC must first give the Owner a written notice of the violation and allow 10 days for the Owner to correct, remedy, or otherwise cease the violation(s). After the initial notice, the ACC need not provide any additional notice prior to fining an Owner for a continuing violation. All attorney fees and costs incurred in any enforcement action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in this Declaration or by applicable law.

**3.3.3 Permitted and Required Structures.** The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the subdivision shall be a detached single-family home placed within the building envelope for each Lot and not to exceed the height requirements found in this Article. Each home must include a minimum two car, private, enclosed and attached garage. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of the City of St. George, Utah, in effect from time to time.

**3.3.4 Minimum Area.** The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home constructed on any Lot within the Property shall be not less than 2,000 square feet, exclusive of porches, balconies, patios and garages. Two-story homes shall have a minimum of 1,200 square feet on the main level, with a total square footage of not less than 2,500 square feet, exclusive of porches, balconies, patios and garages. Provided, however, that the ACC, in its sole discretion, may adjust these minimums on a lot-by-lot basis to adjust for lot size, layout, or shape.

**3.3.5 Setbacks.** Minimum setback standards shall be in accordance with the setback standards established by the applicable zoning and subdivision ordinances of the City of St. George.

**3.3.6 Roof, Pitch and Materials.** Roof materials are limited to slate, clay, or concrete tiles. Colors shall be subdued earth tones or such other colors as may be allowed by the ACC. No flat roofs are allowed.) Some metal roofs will be allowed up to 25% of the total

roof surface. ACC can approve other materials, etc

**3.3.7 Colors.** colors will be reviewed for approval by the ACC. Generally colors should be light earth tones, whites off-whites and grays to match current accepted design motifs.

**3.3.8 Facades.** Facades shall be stucco, masonry, brick or stone, with accents of brick, stone, or such other material as approved by the ACC.

**3.3.9 Prohibited Structures.** Dome structures, log homes, pre-manufactured homes; relocated homes; and Earth or Berm homes of any type are not allowed.

**3.3.10 Building Height.** Maximum building height shall be in accordance with the standards established by the applicable zoning and subdivision ordinances of the City of St. George. Provided, however, that the height of no building shall unreasonably interfere with the sightlines or view of neighboring lots.

**3.3.11 Reflective Exterior Surfaces or Materials.** No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.

**3.3.12 Accessory Buildings and Structures.** Storage or utility buildings are allowed, provided that such buildings are of a color that complies with the architectural guidelines set forth in this Declaration.

**3.3.13 Driveways and Parking.** There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

**3.3.14 Fencing and Walls.** Fencing, walls and other barriers shall be approved by the ACC and constructed of the same material and in the same color as the perimeter walls.

No fences shall be constructed in the front setback area unless necessary for drainage or support. No wire mesh, chain link, or wooden fences are allowed. Vinyl fencing is not allowed except to provide accents or gates as approved by the ACC.

**3.3.15 Location of Air Conditioning, Heating, and Soft Water Equipment.** Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

**3.3.16 Landscaping.** Landscaping may include but shall not be limited to the preparation for the planting of lawn, grass (artificial grass is permitted) or other appropriate ground cover, and appropriate shrubbery. Each landscape plan should include a minimum of two trees. Landscaping should be harmonious with other properties in the subdivision and in subdivision common areas

**3.3.17 Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot Owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.

**3.3.18 Lateral and Subjacent Support and Drainage.** An owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.

**3.3.19 Easements.** Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the Plat. No structure, planting or other material shall be placed or permitted to remain within these easements

which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

**3.3.20 Signs; Commercial Activity.** Except for one "For Rent" or "For Sale" sign, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the Development Phase.

#### **3.4 Construction and Contractor Provisions.**

**3.4.1 Completion of Construction.** The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within 12 months after such commencement.

**3.4.2 Building Materials Storage.** No Lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.

**3.4.3 Landscaping.** Front yard landscaping shall be completed within one year of homeowner occupancy

**3.4.4 Soils Test,** Lot Owners are encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The ACC may require that the Lot owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the ACC may condition final approval following the recommendations set forth in the soils test document. By approving the commencement of construction after review of any soils test and recommendation, the ACC is not warranting and shall not be deemed to have warranted the results of such test or recommendation.

**3.4.5 Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the subdivision must be repaired within 30 days after such damage is discovered, and the expense of such repair shall be borne by the Owner.

**3.4.6 Maintenance of Lot During Construction.** Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction and shall not leave construction material or debris in the public streets. The ACC may levy a fine or penalty of up to \$500.00 per day against any violator of this subsection and the Owner who fails to refrain from violating these covenants. A fine may be levied for each day of a continuing violation. Before levying any fine, the ACC must first give the Owner a written notice of the violation and allow 10 days for the Owner to correct, remedy, or otherwise cease the violation(s). After the initial notice, the ACC need not provide any additional notice prior to fining an Owner for a continuing violation. All attorney fees and costs incurred in any enforcement action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in this Declaration or by applicable law.

**3.4.7 Construction vehicles and equipment.** Construction vehicles, construction trailers and other equipment used during the active residential construction phase will be allowed to remain on the building lots provided vehicles do not block the public right of way. Non construction related vehicles, rvs, boats, motor homes shall not be allowed on the lot during construction. Additionally, no person or person shall be allowed to occupy any vehicle, rv, motor home etc on the lot during construction.

## ARTICLE 4

### ENFORCEMENT

**4.1. Violation Constitutes Nuisance.** Every act or omission whereby any covenant, condition, or restriction contained in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any Lot Owner or Owners. The remedies provided for

hereunder shall be deemed cumulative and not exclusive.

**4.2. Enforcement.** Each and all of the covenants, conditions, and restrictions contained herein are for the benefit of the Declarant and Lot Owners. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said covenants, conditions, and restrictions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or any Lot Owner or Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of any Lot, part or portion of the Property shall be bound and obligated by the said covenants, conditions, and restrictions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

## ARTICLE 5

### AMENDMENT AND EXPANSION

**5.1 Amendment by Lot Owners.** This Declaration may be amended, modified, extended, or revoked, in whole or in part, upon the written consent of no less than the Owners of 67% of the number of Lots within the Property. Any proposed amendment shall be provided to every Lot Owner at least 30 days in advance of seeking such consents. Consents must be obtained within a 180-day period thereafter. To be valid, a written consent must be signed by the record Owner(s) of the Lot consenting to the amendment and such signature(s) must be notarized in a recordable form. Any amendment, modification, termination, or revocation shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment, modification, termination, or revocation accompanied by the original signed and notarized consents. Notwithstanding the above, however, Lot Owners may not amend, modify, or revoke this Declaration during the Development Phase, without the Declarant's written consent.

**5.2 Amendment by Declarant.** The Declarant may unilaterally amend, modify, extend, or revoke this Declaration, in whole or in part, during the Development Phase.

**5.3 Additional Property.** The Declarant may unilaterally subject additional property to this Declaration. The Declarant shall indicate its intent to have such property bound by this Declaration on the plat of such additional property and shall record a declaration of annexation including and subjecting such property to this Declaration. Thereafter, such additional property shall be considered as part of the Property in all respects, and lots therein shall constitute Lots under this Declaration.

## ARTICLE 6

### GENERAL PROVISIONS

**6.1 Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of 50 years from the date this document is recorded, after which said covenants shall be automatically extended for successive periods of 10 years each, subject to amendment as herein set forth.

**6.2 Notices.** Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

**6.3 Construction and Severability.** All of the covenants, conditions, and restrictions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

**6.4 Assignment of Declarant's Rights.** Any and all rights and powers of the Declarant herein contained may be delegated, transferred or assigned. To be effective, any such delegation, transfer, or assignment must be in writing, signed by Declarant, indicate the extent and nature of such assignment, and be recorded in the Office of the Washington County Recorder.

**6.5 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to

make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**6.6 Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

**6.7 Topical Headings.** The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

Blue Heron Development, Inc.

By Claudia Eardley

Name: Claudia Eardley

Title: President

STATE OF UTAH  
COUNTY OF WASHINGTON

Subscribed and sworn to, before me on  
this 15 day of November 2021.  
by:

Nancy Richins  
Notary Public  
Residing in: St George UT  
My Commission Expires: 12-11-2021

