

**Recorded at the Request of:**

Pure Style Construction Inc
 c/o V. Lowry Snow, Esq.
 SNOW JENSEN & REECE, PC
 912 West 1600 South, Suite B-200
 St. George, Utah 84771

DEVELOPER'S RESTRICTIVE COVENANT**RE: BUILDING HEIGHT**

Stone Cliff, St. George, Utah

THIS DEVELOPER'S RESTRICTIVE COVENANT (hereinafter "Covenant") is made by Pure Style Construction Inc, hereinafter referred to as "Developer," and the following persons or parties, hereinafter referred to as "Purchaser":

John Thomas MD
Name(s) of party or parties purchasing Lot 1716

RECITALS

A. Developer is the owner of certain real property located in the City of St. George, County of Washington, State of Utah, which is particularly described as follows (hereafter the "Lot"):

ALL OF LOT 1716, STONE CLIFF SUBDIVISION – PHASE 17, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. TAX ID NO: SG-SCF-17-1716

B. Developer is selling, and Purchaser is purchasing, the Lot identified herein. In order to preserve the value of the Lot and properties surrounding the Lot, especially as related to views from the Lot and the surrounding properties—which value both Developer and Purchaser have an interest in preserving—the parties hereto desire to impose this restrictive covenant limiting the total height of any primary or accessory building constructed on the Lot. The imposition of this restrictive covenant is a condition of Developer's sale of the Lot to Purchaser.

RESTRICTIVE COVENANT

1. Developer and the Stone Cliff Owners Association, and their respective successors and assigns, shall be the specific and designated beneficiaries of this Covenant and each shall have the independent right to enforce this Covenant. However, Developer shall retain the right to modify or amend this Covenant without the consent of the Stone Cliff Owners Association, with the recording of a new instrument signed and acknowledged by Developer and the Lot owner.

2. This Covenant shall run with, and shall be binding upon all parties having, or hereafter acquiring, any right, title or interest in all or any portion of the Lot. This Covenant shall at all times be subject to any provisions of the Declaration of Covenants, Conditions and Restrictions for Stone Cliff, as the same may be amended from time to time, and any rules and regulations of the Stone Cliff Owners Association authorized by the same, including the Design Guidelines adopted by the Association from time to time. In any action to enforce this Covenant, the prevailing party is entitled to an award of attorneys' fees and costs from the non-prevailing party.

3. **DEFINITIONS.** The following definitions shall apply throughout this Covenant:

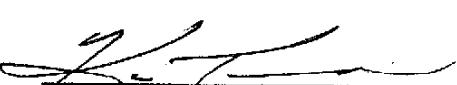
b. "Base Elevation Point" shall mean and refer to the elevation of the Developer-prepared pad at the time the Purchaser takes title to the Lot.

c. "Top of the structure" shall mean and refer to the highest point of elevation of any part of a primary or accessory structure proposed to be constructed upon the Lot. This provision shall not apply to chimney or other structures of which the size, height and location must be approved by the Stone Cliff Architectural Control Committee ("ACC") and may be restricted or prohibited in the discretion of the ACC if the size, height or location would unreasonably interfere with the views of property and/or homes situated upgrade from the Lot.

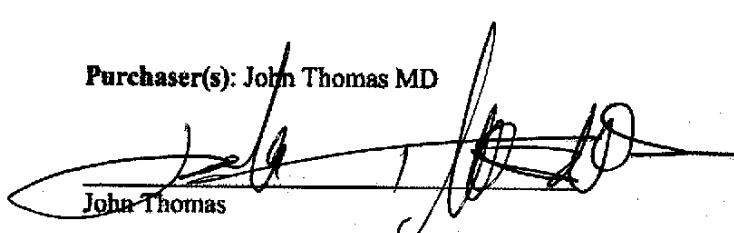
4. **HEIGHT RESTRICTION.** As measured from the vertical distance from the Base Elevation Point to the top of the structure as each are defined herein, no primary or accessory building may be erected on the Lot to a height of more than SIXTEEN feet (14.0'), and no primary structure shall be erected to less than a height of twelve feet (12').

The undersigned have executed this Restrictive Covenant on this 31 day of March, 2023.

Developer:
PURE STYLE CONSTRUCTION INC

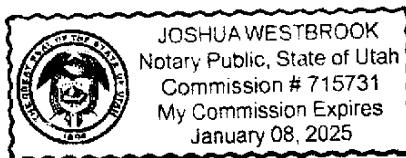

Kason Traveller, President

Purchaser(s): John Thomas MD


John Thomas

STATE OF UTAH)
; ss.
COUNTY OF WASHINGTON)

On the 5 day of April, 2023, personally appeared before me Kason Traveller, who being by me duly sworn did say that he is a President of Pure Style Construction Inc, and that he executed the foregoing Developer's Restrictive Covenant on behalf of Pure Style Construction, Inc by authority of the company, and he did acknowledge to me that the company executed the same for the uses and purposes stated therein.



Notary Public

A handwritten signature in black ink, appearing to read "Joshua Westbrook", followed by a horizontal line and a handwritten "Notary Public".

****NOTE TO TITLE COMPANY: ATTACH APPROPRIATE NOTARY
ACKNOWLEDGEMENT(S) FOR PERSON(S) SIGNING FOR PURCHASER****

WELLS
FARGO

All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

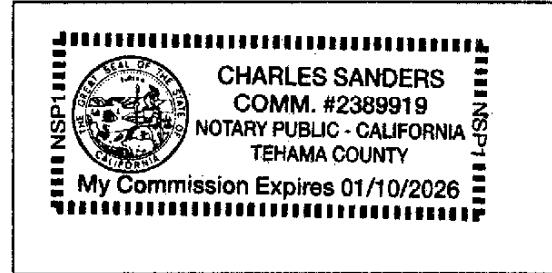
County of TEHAMA

On 03/31/2023 before me, CHARLES SANDERS, Notary Public (here insert name and title of the officer),

personally appeared JOHN THOMAS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand
and official seal.

Signature

For Bank Purposes Only

Description of Attached Document

Type or Title of Document His SettlementDocument Date 03/31/2023Number of Pages 11

Signer(s) Other Than Named Above

Account Number (if applicable)



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