

Declaration of Restrictions for KANAB CREEK RANCHOS, UNIT IV

Tract Number _____, Kane County, Utah

Recorded 10-15-74, 1973 as Entry No. 24840 in Book No. S

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KNOW ALL MEN BY THESE PRESENT:

That KANAB CREEK RANCHOS, INC., a Utah corporation, duly qualified to do business in the State of Utah, the legal and equitable owner of Kanab Creek Ranchos, Unit IV shown by the plat thereof duly recorded in the records of Kane County, Utah, do hereby acknowledge, declare and adopt the following restrictions:

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in the lots of this subdivision or part thereof, including their successors, until twenty-five (25) years from the date of recording of this Declaration of Restrictions.
2. This Declaration of Restrictions may be amended, changed, or modified from time to time by action of the Property Owners' Association.
3. All lots shall be used only for residential purposes as herein specified. No more than one dwelling or structure shall be erected, altered, permitted, or maintained on any one lot except for a garage and the normal utility buildings appurtenant to a dwelling house. No structure may be more than two stories above ground level.
4. No old, used, or existing building or structure of any kind and no part of an old, used or existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new materials.
5. Lot sizes, as prescribed by the subdivision plat for said subdivision, are considered minimum lot sizes and no person shall sell, lease, or otherwise dispose of said lot in parcels smaller than the original lot as shown on the recorded plat of said subdivision.
6. Easement for utilities as specified on the recorded plat are reserved for access provisions to every lot and are a minimum of fifteen (15) feet wide. Where two lots share a common boundary, the easement may be equally divided between the properties. All utilities shall be underground with the exception of high voltage electrical transmission lines.
7. On all lots larger than one-half acre in size, no structure of any type shall be located nearer than thirty (30) feet to the front, side, or rear lot lines. On all lots smaller than one-half acre in size, no structure of any type shall be located nearer than thirty (30) feet from the front lot line and fifteen (15) feet from the side or rear lot lines.
8. No animals or birds, other than household pets, shall be kept on any lot smaller than one-half acre.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or other lot owners. No commercial business or enterprise of any kind or nature shall be carried on or upon said premises which is incompatible with residential use or with Kane County regulations.
10. Mobile homes are to be located only in that portion of the subdivision so designated as mobile home sites. Mobile homes used as temporary dwellings for a period not to exceed four months may be permitted if approved by the architectural committee.

ENTRY NO. 24840 RECORDED AT REQUEST OF KANAB CREEK RANCHOS, INC. DATE 10-15-74 AT 8:45 A.M. BY DEPUTY BOOK 63 PAGE 417 KANE COUNTY RECORDER

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LOT 398

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 15 day of October A. D. 1974.

Attest:

Philip R. Arbogast
Secretary.

(Corporate Seal)

STATE OF UTAH,
County of

KANAB CREEK RANCHES Company

By

Dale E. Clarkson
President.

ss.

On the 15th day of October A. D. 1974 personally appeared before me *Dale E. Clarkson* and *Philip R. Arbogast* who being by me duly sworn did say, each for himself, that he, the said *Dale E. Clarkson* is the president, and he, the said *Philip R. Arbogast* is the secretary of *Kanab Creek Ranches* Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said *Dale E. Clarkson* and *Philip R. Arbogast* each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

H. G. T. Jackson

Notary Public.

My Commission expires 12-31-74 My residence is Kanab, Utah

FORM 101C—WARRANTY DEED, CORP. FORM—KELLY CO., 35 W. NINTH SOUTH, S.L.C., UTAH

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11. All garbage, food waste, rubbish, trash, ashes, or any other waste materials shall be disposed of in accordance with the requirements of the Utah State Health Department.
12. Sewage disposal shall be accomplished in accordance with the requirements of the Utah State Health Department.
13. All improvements shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each lot, such as trees, shrubs, and water courses shall be preserved and remain as nearly as possible in the natural state.
14. Each permanent residence constructed on a Residential lot shall contain no less than six hundred (600) square feet of living area, and each permanent mobile home located on a Mobile Home lot, shall contain no less than two hundred (200) square feet of living area, exclusive of carports, porches, storage areas, etc.
15. All plans for buildings or structures of any kind to be located in the subdivision must be submitted to and approved by the architectural committee prior to the commencement of construction. The architectural committee shall be appointed by the subdivider until such time as a property owners' association is formed. The committee shall then be appointed by the Property Owners' Association.
16. No shooting of firearms or bow and arrows within the boundaries of the subdivision shall be permitted except on approved ranges, if and when constructed and so designated by the subdivider.
17. All vehicles, including motorcycles, shall be operated only on dedicated streets or roadways except that the owner of a lot may operate vehicles on his own lot. All vehicles of any type shall comply with safety and noise abatement regulations of local and state jurisdictions.
18. If the owners of any lot in said subdivision or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute and file 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. If said violation be of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation, nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any other lot in the subdivision. It is further agreed that all covenants and restrictions set out herein, will not be deemed changed or abandoned by change of conditions in the neighborhood, or by any acquiescence in violation or other act or failure to act by any lot owner or other person, except as set out in paragraph #1 herein.
19. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no way affect any of the other provisions thereof which shall remain in full force and effect until twenty-five (25) years from the date hereof.