

REQUEST: Stephen Gabeler

BOOK 489 PAGE 739-741

FILE 95-1135

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COURT NO. 338621
HERBERT S. STEINLEY
WASHINGTON COUNTY CLERK

BY *Blk*

DECLARATION OF RESTRICTIVE COVENANTS
OF
APPLE VALLEY RANCH SUBDIVISION PHASE III

Know all men by these presents: That we Silver State Management Co. are the owners and developers of the tract of land known as APPLE VALLEY RANCH SUBDIVISION PHASE III, a subdivision in Washington County, Utah, and that we hereby subject said land to the following restrictions and covenants; and the acceptance of any deed or conveyance thereof by the grantee therein, and their, and each of their heirs, executors, 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 and 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 residence and no lot shall contain more than (1) one habitable structure. All structures shall be in accord with prevailing zoning ordinances.

2. ARCHITECTURAL CONTROL: No specific style or pattern of construction of dwelling units. However, no single family unit shall be less than twelve hundred (1200) square feet in size exclusive of garages and carports. Single family units shall provide for the off street parking of not less than two (2) vehicles. Garages may be either attached or detached.

3. BUILDING LOCATION: Building location shall comply with the necessary set-backs as required by Washington County.

4. TEMPORARY STRUCTURES AND MOBILE HOMES: Mobile homes are specifically restricted from being stored or lived in on the property except in the case of a double wide mobile home which meets the following criteria: Must have wood siding or material of similar appearance, but specifically not corrugated aluminum siding, with a pitched roof and shingles, have a covered porch area attached to the dwelling, and be on a permanent foundation, fully skirted with an earth tone color material, or be flush with the ground. Travel or camp trailers may be used as a temporary dwelling only if a variance is obtained from Washington County as an adjunct to the process of construction of a permanent structure. Storage of a travel or camp trailer or camper shall be allowed but limited to (1) one of each which belongs to the property owner.

5. RESUBDIVISION OF LOTS: No lot in the subdivision shall be resubdivided 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

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to exceed (1) one square foot in size or a "For Sale" sign not to exceed (2) two square feet in size shall be permitted.

7. REFUSE DISPOSAL: No lot shall be used or maintained as a open or visible dumping ground or storage area for rubbish, trash, garbage, inoperable vehicles, or other such waste materials. Rubbish, trash, garbage, and waste materials shall be defined as items that serve no constructive or useful purpose to the maintenance or protection of structures on the property. Such items may include but are not limited to: junked and inoperable vehicles, old shopping carts, old store shelving, tires and rims, old junked bicycles, empty storage drums, old equipment parts, etc. Such items shall be properly taken care of immediately or developers or neighbors may have this item taken care of at owner's expense. This provision is not intended to limit or to exclude the owner from having items which are used primarily for entertainment such as picnic tables, operable bicycles, trampolines, and things of similar nature.

8. ANIMALS: No more than (3) three large stock animals may be permitted on any one acre lot. Fowl, such as chickens, geese, ducks, etc. may not exceed a combined total of (50) fifty. No pigs will be allowed. Any animal shall be kept in such a condition as not to present a threat to the public health, safety, or welfare.

9. WALLS, FENCES, OR 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 footing to the top of the fence, wall, or hedge in excess of (6) six feet. No walls, fences, or hedges may exceed an overall height of (4) four feet in any front yard setback area.

10. DAMAGE: Any damage inflicted on improvements located in the subdivision such as streets, fire hydrants, water lines, sewer lines, and electrical distribution lines, etc., by the buyer must be repaired or the expense of such repair must be borne by the buyer at his own expense.

11. 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 ten years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten years except that following the initial ten-year period, said requirements may be altered, changed, or modified by a written agreement of more than three-fourths of the lot owners of said subdivision. Said changes shall not include easements or other areas dedicated to the public.

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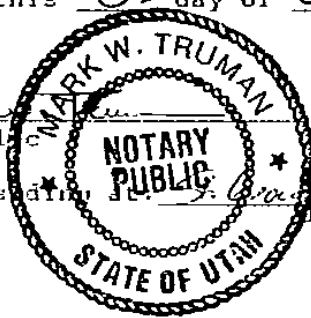
12. RIGHT TO ENFORCE: The provisions contained in this declaration shall be enforceable by the land developer or the the owner or owners of any lot in said subdivision or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other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

SILVER STATE MANAGEMENT CO., A Nevada Corporation

Stephen Gubler
Stephen Gubler, President
Ted Gubler
Ted Gubler, Secretary

Subscribed and sworn to before me this 3rd day of Oct., 1988.

[Signature]
Notary Public



Commission Expires: 8/7/89 Res. J. Gray Utah

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 89°56'28" E 584.68 FT. FROM THE W 1/4 CORNER OF SECTION 29, T42S, R11W, SLB8M, RUNNING THENCE N 89°56'28"E 1263.34 FT., THENCE S 00° 03'32"E 2636.78 FT., THENCE S 89°56'28"W 430.0 FT., THENCE N 63°30'W 175.00 FT., THENCE N 58°30'W 385.0 FT., THENCE N 68°00'W 385.00 FT., THENCE N 57°00'W 560.00 FT., THENCE N 33°45'W 193.38 FT., THENCE N 00°03'32"W 38.71 FT., THENCE N 45°15'E 259.46 FT., TO THE POINT OF A 300.00 FT., RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE 157.08 FT., THENCE N 59° 30'E 366.00 FT., THENCE N 31°30'W 220.02 FT., THENCE N 57°30'E 311.45 FT., THENCE N 32°30'W 103.59 FT., THENCE N 57° 30'E 50.0 FT., THENCE S 32°30'E 16.30 FT., THENCE N 57°30'E 258.52 FT., THENCE N 32°30'W 310.00 FT., THENCE N 00°03'32"W 374.91 FT., TO THE POINT OF BEGINNING.