

EAST RIDGE SUBDIVISION PHASE 3

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

On a Subdivision
In St. George, Washington County, Utah,
Recorded as Map and filing No. 420419
of the Public Records of Washington County, Utah

KNOWN ALL MEN BY THESE PRESENTS:

East Ridge View Estates L.C., a Utah limited liability
CO. thereafter referred to as the Subdivider, being the
owner of all of the following described premises, situate
within the city of St. George, county of Washington, state
of Utah, to wit:

SEE EXHIBIT "A"

has established a general plan for the improvement and
development of such premises, and does hereby establish the
Covenants, Conditions, and Restrictions (CC&R'S) upon
which and subject to which all lots and portions of such
lots shall be improved or sold and conveyed by it as owner
thereof. Each and every one of these Covenants, Conditions,
and Restrictions, is and all are for the benefit of each
owner of land in such subdivision, or any interest therein,
and shall inure to and pass with each and every parcel of
such subdivision, and shall bind the respective successors
in interest of the present owner thereof. These Covenants,
Conditions, and Restrictions are and each thereof is imposed
upon such lots, all of which are to be construed as

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FOR: SOUTHERN UTAH TITLE CO

restrictive covenants running with the title to such lots and which each and every parcel thereof, to wit:

1. Enforcement of Restrictions. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages for such violation, or both. Invalidation of any of those covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. Residential use. Such lots, and each and every one thereof, are for single family residential purpose only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging, rooming house, hospital, sanatorium, or doctors office, or other multiple family dwellings shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, customary outbuilding, garage with metal (no wood) garage door (no carports), servants quarters, or guest house may be erected, placed or maintained on any part of such premises.

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3. Tanks, Garbage Cans etc. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the committee prior to construction. All garbage cans placed on the street for pickup shall be properly covered with a garbage lid. No garbage can will be placed on the street earlier than the day prior to garbage pickup and must be removed from the street on the day of garbage pickup. Heavy duty plastic garbage bags may be substituted for garbage cans.

4. Size of structures. No one story building shall be constructed on lots with a fully enclosed first floor area of less than 2000 square feet, exclusive of garage, and open porches. No two story or higher buildings shall be constructed with a fully enclosed first floor area of less than 1200 square feet (making a total of 2400 square feet between both stories). No one and one-half story building shall be constructed with a fully enclosed first floor area of less than 1500 square feet (making a total of 2250 square feet between both stories). Any building less than one and one-half stories must have at least 2000 square feet as defined in the first sentence of this paragraph 4.

5. Setback lines. No building or any part thereof, including garages and porches, shall be erected on any lot

closer than 20 feet to the front street line, or closer than 10 feet one side and 8 feet on the other side lot line, or closer than 20 feet to the rear lot line. Notwithstanding anything to the contrary herein the committee shall have the right to permit reasonable modifications of the setback requirements where in the discretion of the committee strict enforcement of these setback provisions would create a hardship.

6. Approval of plans. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Subdivider reserves the power to control the buildings, structures, and other improvements placed on each lot as well as to make such exceptions to these Covenants Conditions and Restrictions as the Subdivider or committee, hereinafter designated, shall deem necessary and proper.

Whether or not provision therefore is specifically stated in any conveyance of a lot made by the Subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the committee hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal of approval of plans and

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specifications by such committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no committee exists or if the committee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained within the city of St. George's requirements.

7. Committee. The Subdivider may appoint one or more persons to the committee herein referred to and a successor committee or committees. Members appointed by the Subdivider need not be owners of lots in the subdivision. After January 1, 1994 all privileges, powers, rights, and authority shall be exercised by and vested in a committee to be selected by the owners of a majority of the lots in the subdivision. Said committee shall consist of 5 persons. Five or more persons will be nominated and voted upon by the owners. The five persons receiving the highest number of votes will constitute the committee. In order to be a member of the committee, said persons must be an owner of a lot in the subdivision. The committee shall serve for a period of two years. On the Saturday nearest to January 1 of each two year period the lot owners will meet to elect a

new committee. If a committee member sells his lot, his vacancy will be filled by the majority vote of the remaining committee members.

8. Commercial and Recreational Vehicles. No trucks, no commercial type vehicles, and no recreational vehicles, i.e. including motor homes, boats, travel trailers, snowmobiles, jetskis, motorbikes, etc. shall be stored or parked on any residential street in the subdivision except while engaged in transportation to or from a residence in the subdivision. Any exception to the recreational vehicle rule may be made under the committee's discretion.

9. Filling In and Removing. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any property for commercial purpose.

10. Nuisances. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the committee.

No signs or other advertising shall be displayed on any lot unless the size, form, and number of same are first approved in writing by the committee.

No auto repairs shall be made on any lot unless performed in an enclosed garage. An excess number of automobiles shall not be permitted on a lot or residential

street. Such excess number to equal one more automobile than the number of automobiles that will fit into the garage times two. (assuming a 2 car garage then $2 \times 2 = 4$ therefore 4 automobiles would be the maximum allowed). It is expected that all lot owners will build garages large enough to enclose all their automobiles. No automobiles will be parked on the public street in this subdivision for a period exceeding 24 hours.

No basketball stands or other such structures shall be erected without the prior written permission of the committee. The purpose of the preceding sentence is to eliminate unsightly structures and to eliminate excess noise.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the subdivider or the committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the subdivider or committee and against such lot for the full amount chargeable to such lot and such amount shall be

due and payable within thirty (30) days after the owner is billed therefore.

11. Walls. All walls must be made of slump block and must be the same earthtone colors. No boundary wall shall be constructed with a height of more than three feet on the sides for the 20 foot required back yard set back, and no more than 6 feet for the balance of the side yards. No boundary line hedge or shrubbery shall be permitted with a height of more than six feet on the sides and no more than 3 feet for the 20 foot back yard set back. No wall of any height shall be constructed on any lot until after the height, type, design, and approximate location therefore shall have been approved in writing by the committee. The heights or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the committee.

12. Subdivision of lots. None of the lots shall at any time be divided into as many as two building sites and no building site shall be less in area than area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site. Homes built on lots 76, 77, 78, 79, 80 and 81 must face to the West.

13. Remedies for violations - Invalidations. For a violation or a breach of any of these Covenants Conditions

or Restrictions, by any person claiming by, through, or under the Subdivider, the committee, any lot owner, or by virtue of any judicial proceedings, the Subdivider, the committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider or the committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Covenants, Conditions and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Covenants, Conditions and Restrictions by any court of competent jurisdiction in no wise shall affect any of the other Covenants Conditions and Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Subdivider, its successors and assigns, shall have the right to interest on such liens at the rate of 18% per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

14. Utility Basements and lines. There are hereby reserved for the purpose of installing and maintaining

municipal and public utility facilities and for such other purposes incidental to the development of the property and easements shown upon the plat as recorded in the public records of Washington county, Utah. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners. The Subdivider does further reserve the right to change, lay out a new, or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the city of St. George, if required.

15. Exterior and Roofing. All exterior structures shall be constructed of stucco, or brick. All exterior exposed wood and stucco shall be painted with two coats of paint unless stucco consists of a base coat and color coat.

All roof shall be constructed of tile. No wood shake or asphalt shingles, rock, or other type of material will be used. Paint must be earth tones. No blues, blacks, orange, etc. Solar panels are not encouraged, however if they are installed they must not be visible from a neighbors lot or from the street.

16. Landscaping Requirements. All homes must be completely landscaped in both front and back yard within 6 months of the date of occupancy. An underground automatic

sprinkling system may be installed as part of the landscaping. Desert Landscaping shall be permitted as a ground cover. Desert landscaping shall not include such items as (1) decorative cinders (2) gravel (3) bare ground (dirt) and (5) other non-growing materials. It is desired that all homes will have grass as a primary ground cover. It is expected that all landscaping will be well maintained and groomed regularly, or the committee could order it done at the owners expense.

IN WITNESS hereof the members has caused these presents to be signed in its name by its memebbers, the 30th day of November 1992.

East Ridge View Estates LC., a Utah Limited CO.

BY H. Clark Houston

H. Clark Houston Member

BY Warren L. Hannig

Warren L. Hannig Member

BY Doug Hannig

Doug Hannig Member

State of Utah)

County of Washington)

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On the 30th day of November 19 92,
H. CLARK HOUSTON, WARREN L. HANNIG &
personally appeared before me Doug Hannig and

_____ , who being by me duly sworn did

say, each for himself, that he, the said
H. Clark Houston, Warren L.
Hannig & Doug Hannig is the Partner, of EAST RIDGE VIEW ESTATES L.C.,
a Utah Limited Liability Co., on behalf of said Company by authority of its
by-laws.

H. Aplan Carter
H. Aplan Carter, Notary Public

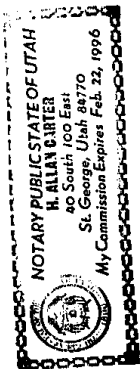


EXHIBIT "A"

All Lots within EAST RIDGE SUBDIVISION PHASE 3.

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