

PARKSIDE ESTATES AT GREEN VALLEY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS:

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1994 NOV 08 12:22 PM FEE \$18.00 BY RS
FOR: SOUTHERN UTAH TITLE CO

WHEREAS, the undersigned (hereafter "Developer") is the owner of certain real property located in St. George, Washington County, State of Utah, identified as **PARKSIDE ESTATES AT GREEN VALLEY**, such property being more particularly described in Addendum "A" attached hereto and made a part thereof;

WHEREAS, Developer shall cause such property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, developer hereby declares that all of the properties described in Addendum "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties. These covenants, conditions and restrictions shall run with the properties and shall be binding on all parties having or acquiring any right, title or interest in the properties and shall inure to the benefit of each such party.

1. Land Use and Building Type: No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height. Every dwelling shall have as a minimum a two-car garage. All residences shall have a concrete paved driveway connecting the parking with a street allowing safe ingress and egress. All construction shall be of new materials, except that used brick may be used with the prior written approval of the Architectural Control Committee (hereafter referred to as the "Committee").
2. Care and Maintenance of Lot: The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.
3. Nuisances: No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used for any illegal purpose.
4. Temporary Structures: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No lumber, material or bulk materials shall be kept, stored or allowed to accumulate on any lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.
5. Signs: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than six square feet may be used for advertising the property for sale or rent.
6. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, in reasonable numbers, may be kept provided that they are not kept, bred or maintained for any commercial

purpose and are restricted to the owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise that, in the opinion of the Committee, constitutes a nuisance.

7. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners.
8. Landscaping: Within 120 days from the issuance of a certificate of occupancy, a lot shall be landscaped in a manner providing that all unpaved portions of street front or street side yards shall be planted in either grass or other groundcover acceptable to the Committee. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Undeveloped lots shall be kept free of all tall weeds by the owner of said lots. Should excessive growth occur, the owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction effected, the expense of which shall be charged to the owner of the undeveloped lot or lots.
9. Paving: All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with the approved plans and specification within 60 days of completion of buildings or improvements erected upon the subject lot.
10. Storage of Materials: During construction and for a period of 60 days after completion, a lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period shall not exceed 180 days unless specifically approved by the Committee.
11. Fences, Walls, Hedges and Shrubs: Fences, walls, and hedges may be erected or planted in rear yards and side yards not extending beyond the front line of the dwelling to a height not exceeding 6 feet. Fences, walls, and hedges may be erected or planted on remaining side yards and property lines not to exceed 4 feet. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a serious potential hazard or aesthetically offensive appearance.
12. Sight Distance At Intersections: No fence, wall, or hedge, which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. Vehicles: Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or lot or road areas adjacent thereto. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles.

14. Commercial Activities Prohibited: Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind.
15. 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.
16. Resubdivision of Lots: No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units.
17. Damages: Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or builder of any particular lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.
18. The Developer shall appoint an Architectural Control Committee (hereafter referred to as "The Committee"), consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Developer shall have the power to create and fill vacancies on the Committee until the Developer shall relinquish this power or until 75% of the lots in the subdivision have been sold or when a structure has been constructed on 50% of the lots in PARKSIDE ESTATES AT GREEN VALLEY and such structures are occupied, whichever event first occurs. When the Developer ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in PARKSIDE ESTATES AT GREEN VALLEY shall within 60 calendar days select new members of the Committee by one vote for each lot. The initial committee members shall be elected for terms of one, two, and three years each, and thereafter committee members shall be elected for terms of three years. No construction of any kind may occur without the written consent of the majority of the Committee.
- No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee 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 inspection upon request. The Committee 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. The Committee shall meet monthly or more often on a regular basis as determined by the Committee. The Committee shall have power, by majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the Committee, are attached as Addendum B. By majority vote of the property owners, by one vote for each lot, any rule or regulation may be amended, adopted or repealed.
19. Severability: In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.
20. Duration: This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument, signed by of the then owners of two thirds (2/3) of the lots, has been recorded agreeing to amend or terminate such Declaration.

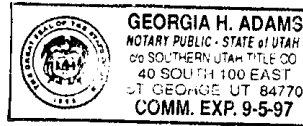
21. **Amendment:** This Declaration may be amended by a written document signed by the owners of two-thirds of the lots in the subdivision.

22. **Exemptions:** The Developer is exempt from all constraints in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the developer, has hereunto set its hand this

2nd day of November 1994.

D. Craig Sullivan (Pres)
S&S CONSTRUCTION, INC.
A Utah Corporation
Developer



STATE OF UTAH)
) s.s.
COUNTY OF WASHINGTON)

Subscribed and sworn before me this 2nd day of Nov., 1994, D. CRAIG SULLIVAN, President of S&S CONSTRUCTION, INC. A Utah Corporation (Developer), on behalf of said Corporation by authority of its By-Laws.

My commission expires 09/05/97
Georgia H. Adams
Notary Public residing in Washington County

MILD/BONI MCCOWAN
hereafter known as:

ID:

SEP 21 '94 9:46 No.003 P.02

Green Valley

do hereby dedicate
the perpetual use of the
tract as public streets and
easements are as noted or
the City of St. George
all property dedicated and
claims of all persons.
Declaration of
the
the Washington County
4, of Book Page
and Restrictions is hereby

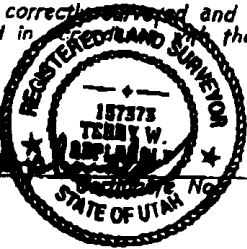
registration (license) number 157373. I further certify that by
authority of the hereon owners, I have made a survey of
the tract of land shown on this plat and have subdivided
same tract into public streets, lots, and easements to be
herein-after known as:

"PARKSIDE ESTATES" of GREEN VALLEY

That the same has been correctly surveyed and points
established on the ground in accordance with the hereon
legal description:

Date: SEPT. 9, 1994

Jerry W. Apple
Terry W. Apple (Principal)



this day of _____, 1994.

Walter A. Sullivan
Walter A. Sullivan / Secretary
Construction
Company (Corporation)

LEGAL DESCRIPTION:

NI

D., personally appeared
man, who being by me
identified and Secretary,
Company (Corporation), and that
action on behalf of said
its board of directors
corporation executed
and therein.

Beginning at a point on the Easterly Right of Way Line of Dixie
Drive, an 80 foot wide public street, said point being South
00°47'03" East 905.17 feet along the Section Line and North
90°00'00" East 449.73 feet from the West 1/4 Corner of Section
26, Township 42 South, Range 16 West of the Salt Lake Base and
Meridian, said point being the Southwesterly corner of the Moore
Business Forms property and running thence North 34°57'57" East
1201.80 feet along Moore Business Forms boundary line to a point
on the Wallace B. Mathis Memorial Park boundary line; thence South
49°08'49" East 300.31 feet along said Mathis Park boundary line
to the Boundary line of the Green Valley Subdivisions; thence South
36°02'57" West 1223.27 feet along said Green Valley Subdivision
boundary line to a point on the Easterly Right of Way Line of said
Dixie Drive, said point being on an 860.00 foot radius curve, the
radius point of which bears North 36°16'37" East; thence
Northwesterly 281.73 feet along the arc of said curve concave to
the Northeast through a central angle of 18°46'11" to the Point
of Beginning.

Contains 0.053 acres.

Public