

COVENANTS AND RESTRICTIONS OF THE OVERLOOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Mark M. Lewis, is the owner and developer of the tract of land known as THE OVERLOOK SUBDIVISION, Lots 1-33, in Washington County, State of Utah, and does hereby subject said land to the following covenants, restrictions, and conditions, and the acceptance of any deed or conveyance thereof by the Grantee(s) 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 or 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 residential purposes and no lot shall contain more than one (1) habitable structure. All structures shall be in accord with prevailing zoning ordinances

2. **MINIMUM SQUARE FOOTAGE AND MULTILEVEL RESTRICTIONS** In no event shall the total finished living area of any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages, be less than 1600 square feet. The minimum total finished square footage of living area on the first level above ground and located within the area of a foundation for any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages shall be not less than 1600 square feet with the following exceptions. Those residences constructed with a second level of living area above the ground level, commonly referred to as a second story with a minimum of 600 feet of living space on the second story, shall be allowed to have a total finished square footage of living area on the first level of not less than 1200 square feet. Any two story home must be approved by the Developer. The Developer will approve or disapprove within 7 days of submission of plans. All two story homes must have an attached two car garage (minimum). Finished square footage of living area shall be defined as living area containing lighting fixtures, permanent floor coverings and painted or paper or vinyl covered walls and ceilings. Lots 1-17 will be restricted to residential structures not exceeding one story above ground. Lots 18-33 will allow single and second story housing as defined above.

3. **TEMPORARY STRUCTURES AND MOBILE HOMES** No temporary structure or mobile-home shall be located on any lot excepting the storage of one (1) camper trailer (not to be occupied in any fashion or manner) belonging to the property-owner(s) provided such storage is confined to the rear yard, or garage area

4. **EXTERIOR BUILDING MATERIALS** Exterior building materials shall be limited to the following. Brick, stucco, aluminum or vinyl, or a combination of the above. All homes with aluminum or vinyl siding must also have brick accent of a minimum of three (3) feet from grade

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on the front elevation. All soffit and fascia materials must be either aluminum, vinyl or stucco. No wood or hardboard siding shall be allowed. No log homes will be allowed.

5. GARAGES AND CARPORTS: All residences constructed on any lot in the subdivision shall be constructed with a fully enclosed, private attached or detached garage, built to accommodate not less than two (2), nor more than five (5) vehicles. The minimum size for any such garage shall be 20 feet by 20 feet. The height of the garage door headers shall not exceed 10 feet, subject to the following: one garage door header may exceed 10 feet if there are at least two garage headers not exceeding 10 feet. All garages and carports are subject to an 8' setback from the property line if they are more than 15' taller than the elevation on the adjoining lots. All garages, whether attached or detached, shall be constructed of the same exterior materials as and in harmony and be architecturally compatible with the residence constructed on the lot.

6. LOT SIZE: Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no persons shall further subdivide any lot other than as shown on the recorded plat of said subdivision.

7. BUILDING LOCATION: All buildings shall be located on all lots so as not to be in violation of City of La Verkin ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps, encroach upon any other lot.

8. DRIVEWAYS AND WALKWAYS: The primary driveway, that is the driveway leading from the street to the garage, and primary walkways, that is walkways leading from the street or driveway to the entrance of the residence, shall be constructed of concrete, tile or brick pavers. All other driveways and walkways shall be constructed of a material commonly used for such purposes, however, in no event shall a driveway or walkway be constructed of dirt, sand, clay or roadbase material.

9. ROOF & ROOFING MATERIAL: Roof pitch must be at least a five/twelve (5/12) pitch or more, unless architectural plans call for a "Santa Fe" type housing style that uses pitches and flat roofing systems. The developer will review each plan individually and make a recommendation. Roofing material shall be limited to tile, wood shake or Architectural Asphalt shingle varieties. No regular asphalt shingles or roof covering will be allowed in any form, with the exception of a strip or pathway of asphalt shingles as may be needed to install and service a roof mounted heat pump or air conditioning units on tile roofs, in which event the asphalt shingles shall be of a commercial grade and weight, in a color to match the surrounding roof materials and of a width not to exceed two (2) feet on each side of the heat pump or air conditioning unit.

10. NUISANCES: No noxious or offensive activity shall be carried on

upon any lot, part or portion of the property, nor shall anything be done thereon which may become an annoyance to the neighborhood.

11. OIL AND MINING OPERATIONS: No oil drilling, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in such lot, part or portion of the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion of the property.

12. ANIMALS. No animals or livestock or poultry of any kind shall be raised, bred, or kept on any lot part or portion of the property except that dogs, cats or other domesticated household pets may be kept in a residence constructed on a lot, or on a lot in a suitable enclosure, provided they are not kept on any lot so as to be visible from other lots or residences, and they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances.

13. GARBAGE AND REFUSE DISPOSAL. No lot, part or portion of the property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot, part or portion of the property. During construction, it shall be the responsibility of the owner and/or contractor to keep the building site in a clutter free condition. All wastepaper and materials that may be transferred by wind must be cleaned up daily.

14. BUILDING MATERIALS. No lot, part or portion of the property shall be used or maintained as a storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

15. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, part or portion of the property.

16. BOATS, RECREATIONAL AND MOTOR VEHICLES. No boats, motorcycles, trailers, buses, motorhomes, campers or other vehicles shall be parked or stored upon any lot except in the side or back yard area. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the subdivision. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required.

17. ANTENNA: No external radio, television, dish or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or on any residence on any lot so as to be visible

from the street fronting said lot. Satellite dishes shall only be allowed in backyard areas and only if screened from the view of other lots.

18. **SAFE CONDITION:** Without limiting any other provision of this declaration, each owner shall maintain and keep such owner's lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.

19. **LANDSCAPING:** Within six (6) months after the completion of construction of the residence upon a lot, the owner shall complete the landscaping in the front yard and side yards of the lot. Within one (1) year from the completion of construction of the residence upon a lot, the owner shall complete the landscaping in the back yard of the lot. Landscaping shall include, but not be limited to, the planting of lawn, grass, trees, or other appropriate ground cover or shrubbery. No poisonous or noxious plants or vegetation shall be allowed, including, but not limited to, plants such as oleanders. The planting of trees, shrubs and grass are encouraged however, landscaping using a desert or arid motif is permitted, subject to compliance with the restrictions contained herein. All landscaping and yards shall be kept and maintained in an orderly and sightly manner, free of weeds and garbage. Should any lot owner fail to comply with the provisions of this section, the majority of the homeowners (at least 60%) shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority to complete or clean up the landscaping and require the lot owner to pay a reasonable amount for such completion or clean up. All attorney's fees and costs incurred in any such action, and all expenses incurred in connection with such completion shall constitute a lien on such lot owner's lot, and shall also be a personal obligation of said lot owner, enforceable at law, until such payment is therefor made.

20. **DOMES STRUCTURES:** No dome structures of any type are allowed.

21. **WALLS AND OTHER BARRIERS:** Walls, fences and barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Permitted materials shall be wood, concrete, poured concrete, concrete block, cinder block, brick, stone, or stucco of a color which blends with the exterior of the structure on the lot, said materials only to be used in compliance with the conditions herein contained. Wood fences shall be constructed of common wood fencing material and shall be painted, sealed, treated, stained or varnished. No wire mesh is allowed as a fencing material and poured concrete or concrete sections are allowed only if such materials are constructed with a finished surface. Chain link fencing shall not be allowed. Walls and fences shall not exceed three (3) feet in height in the front yard, with the exception of the wall or fence along the side lot line in the front yard which shall not exceed four (4) feet in height. Walls and fences in the side and back yards

shall not exceed six (6) feet in height. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and a state of good repair. The owner's failure to do so may result in action by the majority of the homeowners (as defined in Section 19) to enforce the conditions herein contained.

22. **TIME SHARING PROHIBITED.** Neither the Developer nor the owner of any lot shall allow or permit any form of time-share ownership

23. **LEASES.** In a lease or rental agreement between a lot owner and lessee, lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this declaration and By-laws and rules and regulations of the City of La Verkin, and that any failure by lessee to comply with the terms of this Declaration or City of La Verkin Ordinances and regulations shall be a default under the terms of the lease. Furthermore, all such leases shall be in writing and shall include language to the effect that the lessee has received a copy of the Declaration and City of La Verkin By-laws, has read and understands them, and agrees to be bound by their terms. In no event shall a lease agreement be for a term less than 30 days

24. **SIGNS.** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, part or portion of the property. No sign of any kind, except signs used for the advertisement of a lot or residence for sale or rent, limited to one sign per lot of not more than five square feet in size, shall be used, placed, or displayed to the public view on any lot, part or portion of the property. The above notwithstanding, signs used by the Developer to advertise the development and/or initial sale of any lot, part or portion of the property shall be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than 16 square feet in size, advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction, as defined herein

25. **INOPERABLE MOTOR VEHICLES** No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, part or portion of the property for a period exceeding 30 days, the Developer may remove the inoperable motor vehicle after a 10 day written notice. The cost and expense of such removal shall be borne by the lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than 90 days.

26. **TRUCKS AND TRAILERS.** Trailers and motorhomes with a length in excess of 50 feet and trucks of a gross vehicle weight over 10,000 pounds are not allowed to be placed, parked, or stored upon any

street, lot, part or portion of the property.

27. **SITE REVIEW:** Prior to the commencement of construction of any dwellings garage, storage building, fence wall, pool, or other improvements on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by the City of La Verkin. The cost of gaining such approval shall be borne by the seeker of such approval

28. **ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS.** Solar panels, heat pumps and/or air conditioning units shall be allowed to be mounted on roofs only if they cannot be viewed or seen from the street in front of the lot.

29. **DAMAGE.** Any damage inflicted on existing improvements such as curb, streets, gutters, concrete sidewalks, etc. by the purchaser of any particular lot must be repaired or the expense of such repair must be borne by the purchaser at his own expense. This also includes any damage to landscaping. Any dirt or gravel spilled or dumped on sidewalks and/or streets during any construction or landscaping shall be removed at the costs and/or expense of lot owner and or his contractor, and returned to the then pre-existing condition of the sidewalk and/or street.

30. **DISCLAIMER OF LIABILITY** Notwithstanding any information given by Declarant regarding soils and subsurface water conditions, whether it be oral or written, declarant hereby disclaimed any responsibility for soils conditions, surface flooding and/or subsurface water conditions, and hereby advises buyers and subsequent owners to obtain the necessary engineering information regarding same, before constructing a dwelling or improving said property, and hereby denies any liability therefore

31. **DURATION.** All of the covenants and restrictions set forth in this declaration shall take effect at all times against said property and the owners thereof or any subsequent owner(s) thereof, for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty year period, said requirements may be altered or changed or modified by a written agreement of more than three fourths of the lot owners of said subdivision. Said changes shall not include easement or other areas dedicated to the public-use. In addition, the declarant of said restrictions may from time to time subject additional restrictions or covenants as may be deemed necessary to and for the protection of other property owners in the Subdivision

32. **RIGHTS TO ENFORCE:** The provisions contained in this declaration shall be enforceable by the land developer, or by the owner or owners of any lot, or piece of property 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 restrictions to be invalid by court

proceeding shall not invalidate any other restrictions unless specifically specified.

DATED AND ADOPTED:

DECLARANT: Mark M. Lewis

April 21, 1995

By Mark M. Lewis
Mark M. Lewis - Owner

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

On this 21 Day of April, 1995, personally appeared before me Mark M Lewis, who by me duly sworn, says that he is the Owner of The Overlook Subdivision, that he executed the above and foregoing instrument and that said instrument was signed in behalf of said Subdivision.

My Commission Expires
DEC 21, 1998

Terril L. Finley
NOTARY PUBLIC
Residing at.

