

RESTRICTIVE COVENANTS AND DECLARATION OF
USE RESTRICTIONS FOR
COPPER HILLS SUBDIVISION PHASE I

KNOW ALL MEN BY THESE PRESENTS: that Basic Investment Corporation owner of the following described real property located in Washington County, State of Utah, herein after referred to as "COPPER HILLS SUBDIVISION PHASE I" and more particularly described as follows:

Beginning at the Southwest Corner of FOSTER HILLS SOUTH SUBDIVISION, PHASE III, said point being more specifically South 89° 12'52" West, along the Section line 2600.775 feet, and South 00°47'08" East, 1968.063 feet from the Northeast Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base & Meridian; and running thence along the South boundary line of said Subdivision the following five call: [North 89°58'55" East, 288.00 feet; thence North 76°35'59" East, 114.04 feet; thence North 77°51'05" East, 50.01 feet; thence North 68°47'19" East, 157.70 feet; thence North 56°55'16" East,] 48.07 feet; thence South 17°01'05" East, 257.98 feet; thence South 72°58'55" West, 110.00 feet; thence South 17°01'05" East, 12.07 feet; South 72°58'55" West, 316.20 feet; thence South 89°58'55" West, 306.55 feet; thence [North 00°01'05" West,] 262.72 feet to the point of beginning.

WHEREAS, certain covenants and building and use restrictions must be established and observed to insure harmonious relationships, protect property values, eliminate hazardous conditions, and preserve the natural beauty of the area, whenever persons reside on the close proximity to one another.

NOW, THEREFORE, Basic Investment Corporation ("Declarant"), hereby declares that all of the lots in the above-described subdivision are held, conveyed, hypothecated, encumbered, leased, used, occupied and improved, subject to the following covenants, conditions, and restrictions:

PURPOSE. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to establish a general plan of improvement, to enhance and protect the values of the property, and to maintain the desired tone of the community, and hereby to secure to each owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot that is necessary to insure the same advantages to all lot owners.

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LAND USE AND BUILDING TYPE. All lots shall be used only for single family residential purpose, and no professional or commercial use shall be made of the same, or any portion thereof, nor shall any resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident. The building or structure permitted to be erected, placed or permitted to be located on any lot within the project shall be a detached single family dwelling, with an enclosed private garage for not less than two (2) nor more than four (4) vehicles. The height of the garage door header shall be limited to the height of the roof line of the house and shall not in any event exceed ten (10) feet. No carport or other outdoor or partially enclosed parking facility shall be permitted. All construction shall be of new materials, except that used brick may be used as long as it conforms with the building and subdivision ordinances of the City of St. George. All structures shall be constructed in accordance with the zoning and building ordinances of St. George City. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

LOT SIZE. Lot sizes as described on the subdivision plat for COPPER HILLS SUBDIVISION PHASE I, on file in the office of the Washington County Recorder, are considered minimum lot sizes and no person shall subdivide any lot as shown on the recorded plat of said subdivision into smaller parcels.

SOILS TEST. The lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered soils engineer prior to construction. The Architectural Control Committee may require that the lot owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test.

BUILDING LOCATION. Building location on lot as to set-back requirements shall be in accordance and in compliance with prevailing zoning and building ordinances of the City of St. George.

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.

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.

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.

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.

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

ANTENNAE. No radio antennae, or device for the reception or transmission of radio, microwave, or other similar signals shall be permitted on any lot, unless enclosed by a wall, fence or shrubbery so as not to be seen from any adjoining lots or from any street.

MINING. No portion of any lot shall be used in any manner to explore for or remove any water, oil or other hydrocarbons or minerals of any kind or earth substance of any kind.

FIRES. Other than barbecues in properly constructed barbecue pits or grills and firepits, no open fires shall be permitted on the lots, nor shall any other similar activity or condition be permitted which would tend to create a nuisance or increase the insurance rates for any owner.

NUISANCES. No owner shall permit or suffer anything to be done or kept about or within his lot which will obstruct or interfere with the rights of other owners, occupants, or persons authorized to use any lot, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit to comply with any illegal act to be committed therein. Each owner shall comply with any and all requirements of all health authorities and other governmental authorities having jurisdiction over the property subject to this declaration.

EASEMENTS. Easements for installation and maintenances of utilities, drainage facilities, and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or draining channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

CONSTRUCTION. Construction of a home on each lot sold shall be commenced within six months of the date of purchase, and completed not later than 12 months from the date of purchase.

DRIVEWAYS/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.

RESIDENCE/MINIMUM SQUARE FOOTAGE. The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any lot within the project, exclusive of porches, balconies, patios, decks and garages, shall be not less than one thousand three hundred (1,300) square feet. Where the home is two-story, then ground level of home must be minimum of one thousand (1,000) square feet and the second story, including over the garage, a minimum of five hundred (500) square feet-- the entire home must be at least one thousand five hundred (1,500) square feet, exclusive of porches, balconies, patios, decks and garages. No home shall consist of more than two stories.

CONSTRUCTION MATERIALS. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the property:

(1) Home style, design, alterations, and additions will conform to standards established by the Architect Control Committee.

(2) Exterior construction materials will be limited to stone, veneer, brick or brick veneer, stucco or other materials approved for use by the Architectural Control Committee, and shall be in colors and of materials indigenous to the area.

(3) Roofing materials will be limited to tile. No asphalt shingles, built up roofs, or wood shakes will be allowed. No mansard roofs will be allowed. Dome structures of any type will not be allowed.

(4) All air conditioning equipment, utility pipes, antennas and utility equipment shall be placed discreetly as possible and covered with landscaping or fence materials. Roof mount air conditioning equipment will not be allowed.

YARD WALLS AND FENCES. Yard walls and/or fences shall be of brick or stone and shall be of a color which blends with the exterior of the structure on the lot, and shall be approved by the Architectural Control Committee. No chain link, wire, or wood fences will be permitted. The Architectural Control Committee will consider approval of aesthetically compatible fences and walls which are not more than six (6) feet in height, are located on the side lot line of a lot or on the perimeter on a patio or open porch and do not extend beyond the front or rear yard setback lines. Walls or fences are intended to enhance the privacy of the resident of such lot, and should not unreasonably interfere with the view from any neighboring lot. Where a fence or wall is located along an interior property line separating two lots and there is a difference in grade of the two lots, the fence or wall may be erected or allowed only to the maximum height permitted from the grade of the lowest lot. Fences may not be bermed for the purpose of increasing allowable height.

General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions.

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 planted 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 the (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. All landscaping plans shall be delivered to the Architectural Control Committee for approval.

ARCHITECTURAL CONTROLS. No building shall be erected, placed, or altered on any lot until the construction plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. All houses shall have a bartile type roof.

ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is vested with the powers described herein. Prior to the commencement of any structure therefore completed, there shall first be filed with the Architectural Control Committee one complete set of building plans and specifications; therefore, together with block or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and/or otherwise approved by the committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after submission, then said approval shall not be required. When all lots in said tract have been sold by the Declarant, said plans and specifications shall be approved by an Architectural Control Committee appointed by a majority of owners lots in the subdivision herein described.

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 of any particular lot in the 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, not the developer.

VIOLATION CONSTITUTES NUISANCE. Every act or omission whereby any restriction, condition or covenant as set forth in this declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by the Declarant, affected property owners, and such remedy shall be deemed to be cumulative and exclusive.

VIOLATION AND DAMAGES. Any Deed, Lease, Conveyance, or Contract made in violation of the provisions hereof shall be void and owner of any lot in the subdivision, or any of the person claiming an interest therein, shall violate any of the covenants, conditions or restrictions herein contained, it shall be lawful for any other person or persons owning an interest any lot in the subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, conditions, or restrictions hereof, either at law for damage, or in equity for an injunction, or other equitable relief. All costs and expenses of such proceedings as specified in the paragraph, including a reasonable attorney's fee, shall be taxed against the real estate of said party located within the subdivision and such lien may be enforced in such matter that the Court may order.


WAIVER. If violation of these covenants, conditions and restrictions is of continuing nature, the failure to prosecute such a violation for any period after such violation occurs shall not operate as a waiver of the right to subsequently prosecute 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 of the covenants, conditions and restrictions set forth herein shall not be deemed, changed or abandoned by change of conditions in the neighborhood, by acquiescence, by violation or act or failure to act by any lot owner or any other person.

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 the 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.

ASSIGNMENTS OF POWERS. Any and all rights and powers of the Declarant herein contained may be delegated, transferee, or assigned. Wherever the term "Declarant" is used herein, it included assigns or successors in interest of the grantor.

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

17 day of JULY 1996


Basic Investment Corporation
John W. Timpson
Declarant

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


ON THIS THE 17 DAY OF JULY, 1996 PERSONALLY APPEARED BEFORE ME JOHN W. TIMPSON, BASIC INVESTMENT CORPORATION, A UTAH CORPORATION KNOWN TO ME TO BE THE PERSON SUBSCRIBING HIS NAME TO THE INSTRUMENT HEREON, AND ACKNOWLEDGED THAT HE DID SO FOR AND IN BEHALF OF SAID PARTNERSHIP, BEING DULY AUTHORIZED TO EXECUTE THE SAME BY THE PARTNERSHIP THEREOF.

My commission expires _____
Notary Public residing in Washington Co.

STATE OF UTAH)
COUNTY OF WASHINGTON)ss.

On the 17 Day of JULY, 1996, personally appeared before me JOHN W. TIMPSON, who being by me duly sworn did say that he is the PRESIDENT of BASIC INVESTMENT CORPORATION, and that he executed the foregoing Instrument on behalf of said Corporation by authority of a resolution of its board of directors and he did acknowledge to me that the corporation executed the same for the uses and purposes stated therein.

My Commission Expires: 2/22/98
Residing at: ST. GEORGE UTAH


NOTARY PUBLIC



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