

**DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING THE
REAL PROPERTY KNOWN AS
"SOUTHERN VIEW SUBDIVISION PHASE II"
ALSO KNOWN AS "CEDAR MOUNTAIN VILLAS PHASE II"**

WITNESSETH:

WHEREAS, the undersigned, Southern View Homes, LLC, is the sole owner and developer of the real property herein described, which is situated in Iron County, State of Utah, and more particularly known as Southern View Subdivision Phase II, also known as Cedar Mountain Villas Phase II; and

WHEREAS, Southern View Homes, LLC desires to divide the subject property and to convey it subject to the restrictions and covenants herein contained between itself and the several purchasers of the subject property, and thereafter to impose the restrictive covenants and conditions between and among the several purchasers; and

WHEREAS, the property subject to these restrictive covenants is located in Iron County, State of Utah, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The property is divided into parcels, and those parcels will be further divided into lots. Each of these separate lots shall be subject to the covenants, restrictions and agreements herein contained; and

NOW THEREFORE, Southern View Homes, LLC hereby declares and decrees as follows:

SECTION I
CREATION OF COVENANT

The property herein described shall be hereafter held, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding between Southern View Homes, LLC and the several owners and purchasers, and between and among the several owners and purchasers themselves; and the heirs; successors and assigns of each.

SECTION II
PURPOSES AND DEFINITIONS

1. Purposes. This Declaration of Restrictive Covenants and Conditions (hereafter sometimes "Restrictive Covenants") is placed of record as a series of covenants running with land, as herein set forth, for the purpose of establishing and preserving a quality residential subdivision. These Restrictive Covenants shall insure that the highest quality building standards will be preserved, that the Property will be kept free and clear of any rubbish, trash, noxious or offensive activity, and that the owners of lots within the Subdivision will be assured of peaceful enjoyment of their Lot, and the other lots within the subdivision, as single family residential dwellings. Any person who purchases any lot within the Subdivision, after the date of recording of these Restrictive Covenants, takes title to their property subject to and with a commitment to abide by each of the covenants and conditions herein contained.

2. Definitions. "Dwelling" shall mean and refer to a building located on a single Lot or Parcel designed and intended for use and occupancy as a residence on a Lot.

"Parcel" shall mean any of the 39 parcels shown on Exhibit "A" which shall be further divided into Lots.

"Lot" shall mean any of the 78 designated lots within the Subdivision which were created via the division of the 39 parcels.

"Owner" shall mean any person or entity, or combination thereof, including Southern View Homes, LLC, at any time owning a Lot within the Subdivision, as shown on the records of Iron County, State of Utah. The term "Owner" shall not refer to any mortgagee, unless the mortgagee has acquired title for other than security purposes.

"Property" shall mean the property described in the recitals.

"Subdivision" shall mean the property as divided into separate building lots or parcels.

00545135

Restrictive Covenants B: 1071 P: 0699 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 1 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY

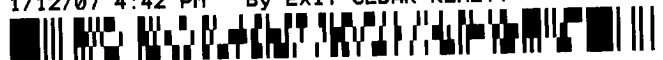


SECTION III
USE AND OCCUPANCY

1. The 39 parcels indicated on Exhibit "A" are zoned "R2". Each of these 39 parcels shall be divided into two lots and each lot shall be conveyed individually and separately, as a separate legal lot with its own unique tax identification number (Assessor's Parcel Number), resulting in 78 lots. The numbering of these lots is indicated on Exhibit "B" (attached).
2. Each dwelling shall be occupied only to the State or County maximum occupancy rate per bedroom. No boarding houses or other group housing for unrelated people of any kind is allowed, regardless of the method or structure of the occupancy arrangement.
3. No noxious, illegal, or offensive use of property shall be conducted on any Lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence except as provided for by law.
4. No activity shall be conducted upon the Property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or property.
5. No automobiles, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on streets within the Subdivision for more than 72 continuous hours. No automobiles, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on the Lots unless they are in running condition, properly licensed and are being regularly used. Automobiles, trailers, and recreational vehicles stored on the lots shall be behind a screened gate or wall behind the front of the residence.
6. Excluding political campaign signs during the 45 days preceding an election, no signs of any kind shall be displayed to public view on any Lot, except that each Owner may display one sign of not more than five (5) square feet advertising the property for sale or lease. Anything contained herein notwithstanding, Southern View Homes, LLC may, during the course of development of the Property and sale of Lots, place attractive signs in excess of this five square foot restriction as necessary to advertise the Property.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, or any Lot, excepting only household pets. Dogs, cats and other household pets may not be kept for commercial purposes. Dogs, cats and other household pets are restricted to the Owner's premises or under the Owner's control by leash or otherwise. Noise pollution caused by animals such as dog barking that disrupt peaceful enjoyment of the Subdivision are not allowed.
8. All Lots shall be used and kept free from trash, rubbish, garbage or other waste, and the property shall at times be kept by the various Owners in a tidy and attractive manner.
9. All such waste shall be kept at all times in appropriate sanitary containers. Garbage containers shall at all times be stored out of prominent view. Any building materials or construction materials shall be neatly stacked and kept upon the Property and shall not remain thereon for more than thirty (30) days following the completion of construction.
10. All land use and all buildings constructed shall fully comply with all zoning and land-use ordinances and regulations applicable to the property, which include the land-use and zoning ordinances of the State of Utah, of Iron County, and of Cedar City. All grading shall be done so as to preserve or restore the drainage of the land and so as to comply with all flood control requirements of any applicable agency.
11. Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat, and over the front 10 feet of each Lot. With 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. This easement area of each Lot shall be maintained continuously by the Owner except for those improvements for which a public or utility company is responsible.
12. Landscaping. Trees, lawns, shrubs, native plants or other planting shall be properly nurtured and maintained.

00545135

Restrictive Covenants B: 1071 P: 0700 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 2 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY



SECTION IV
BUILDING RESTRICTIONS

1. No dwelling shall be constructed or erected on any Lot which has a finished living area of less than 1,600 square feet, excluding garages and other outbuildings.
2. Every dwelling constructed on the Property shall have an attached garage with a minimum capacity of two cars. All garages shall be fitted with a door, which shall be closed, except for normal use.
3. The minimum side yard setback for any dwelling shall be eight (8) feet on each side. The minimum front yard setback for all dwellings shall be twenty-five (25) feet. All other setback and other location requirements shall at all times be in accordance with the ordinances of Cedar City Corporation.
4. No temporary buildings, structures, or improvements of any kind shall ever be erected or maintained on any of the Lots within the Property. Provided, however, that in a reasonable manner during construction, a general or subcontractor shall be entitled to keep a temporary construction trailer or portable building on the Property, however, said construction trailer or portable building cannot be used as a residence by any person during or after construction.
5. No pre-fabricated, pre-built, manufactured, or modular dwellings may be moved onto or constructed on the Property. All dwellings shall be stick-built, on-site construction.
6. All fences shall be designed and constructed so as to be compatible with the neighborhood. No fence, wall or hedge higher than eight (8) feet shall be erected or maintained on any Lot unless required by the City or County. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the Subdivision.
7. All construction within the Subdivision shall be with new materials only, except that used brick may be used.
8. The home shall be completed within three years from the date the Lot was purchased. In the event the home is not completed within three years from the date the Lot was purchased, each such Owner shall pay an impact fee to Southern View Homes, LLC in the amount of Three Thousand Dollars (\$3,000) to compensate Southern View Homes, LLC for its utility deposit forfeiture. The impact fee shall be a direct obligation enforceable by Southern View Homes, LLC against each such Owner, and in addition shall be a lien against the Lot subject to enforcement.
9. The front and side yard landscaping shall be completed for each Lot within eight months after the Certificate of Occupancy has been issued on any dwelling on said Lot. Rear yard landscaping must be completed within 12 months of transfer of property to Owner.
10. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from street view and shall be shielded in such a manner as to minimize noise and safety concerns.
11. All mailboxes and mailbox holders shall be of standard design adhering to the applicable specifications of the U.S. Postal Service. Each Lot Owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.
12. All Lot Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.
13. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be in underground or in a conduit attached to a building. All television or radio antennae shall be installed inside an existing structure. Satellite dishes must be kept out of view from street.

SECTION V
ENFORCEMENT

1. The restrictions set forth in this document shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Cedar Mountain Villas and such persons are specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by the

00545135

Restrictive Covenants B: 1071 P: 0701 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 3 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY



2. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these restrictive covenants shall be entitled to recover from the other all costs, reasonable attorney's fees and expenses incurred in the enforcement action.

SECTION VI
MISCELLANEOUS COVENANTS

1. **Amendment.** The restrictions, covenants and conditions set forth herein may be amended by a majority vote of three-fourths of the Lot Owners; provided, however, that Section III and Section IV of these restrictive covenants shall not be amended except upon unanimous vote of the Lot Owners. The amendment shall not be enforceable nor effective until an instrument is recorded in the Iron County Recorder's Office indicating that a vote has been duly and properly taken on the proposed amendment, that it has been approved by the requisite percentage of owners within the subdivision, and is signed and acknowledged by each Owner in favor of the modification.

2. **Liberal Construction.** The provisions of these restrictive Covenants shall be liberally construed to achieve the goal and intent of the provision hereof.

3. **Legal Proceedings.** Any Lot Owner may maintain any legal proceedings to compel or enforce any of the terms and condition of this Declaration.

4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5. **Failure to Enforce Not a Waiver.** Failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. **Subordination.** No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the Subdivision of any lot therein; provided, however that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

DATED this 4th day of January, 2006, 2007 TAK

Southern View Homes, LLC

By: [Signature]

STATE OF UTAH)
) :ss.
COUNTY OF IRON)

On the _____ day of _____, 2006, personally appeared before me _____, who being first duly sworn did say that he is the _____ of Southern View Homes, LLC and that said instrument was signed in behalf of said Southern View Homes, LLC, by authority of its Operating Agreement and said _____ acknowledged to me that said limited liability company executed the same.

Notary Public

SEE ATTACHED NOTARY
ACKNOWLEDGMENT

00545135

Restrictive Covenants B: 1071 P: 0702 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 4 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY

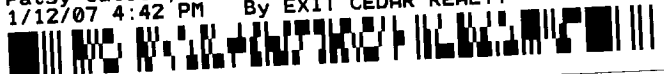


EXHIBIT A

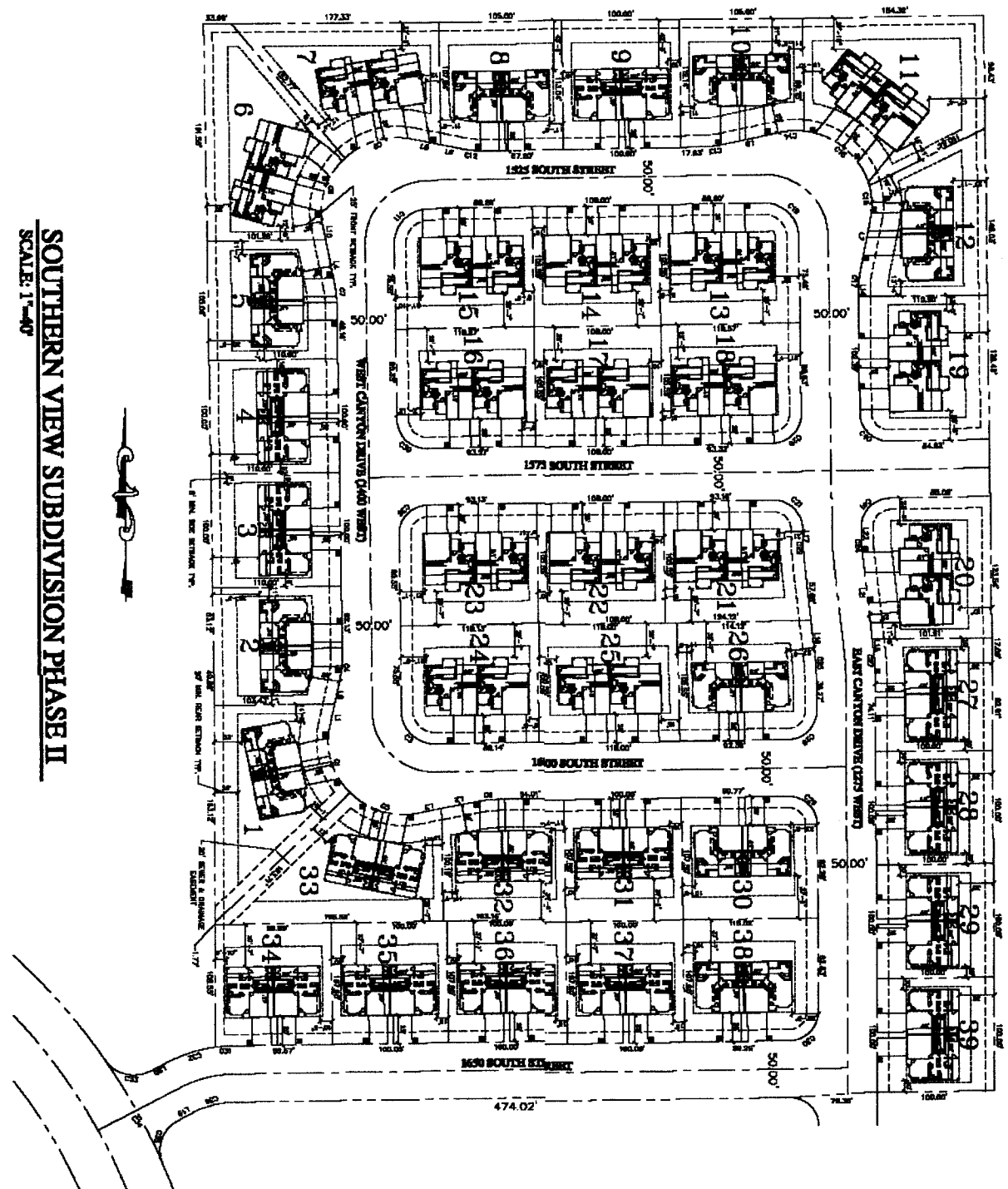
LOT	AREA	PERCENT	PERCENT	PERCENT
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00
48	100.00	100.00	100.00	100.00
49	100.00	100.00	100.00	100.00
50	100.00	100.00	100.00	100.00

LOT	AREA	PERCENT	PERCENT	PERCENT
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00
48	100.00	100.00	100.00	100.00
49	100.00	100.00	100.00	100.00
50	100.00	100.00	100.00	100.00

LEGEND

PROPERTY LINE
 CURVE CENTERLINE
 CURVE RADIUS
 CURVE CHORD
 CURVE AREA
 CURVE PERCENTAGE
 CURVE CHORD BEARING
 CURVE CHORD LENGTH
 CURVE CHORD AREA
 CURVE CHORD PERCENTAGE
 CURVE CHORD BEARING
 CURVE CHORD LENGTH
 CURVE CHORD AREA
 CURVE CHORD PERCENTAGE

SOUTHERN VIEW SUBDIVISION PHASE II
 SCALE: 1"=40'



NO.	DATE	DESCRIPTION
1	7-1-07	PREPARED FOR SOUTHERN VIEW PHASE II

PREPARED FOR:
SOUTHERN VIEW PHASE II

CONTRACTOR:
NATE RI AKT.

10 EAST 100 SOUTH BLVD. #201
 ST. GEORGE, UTAH 84770

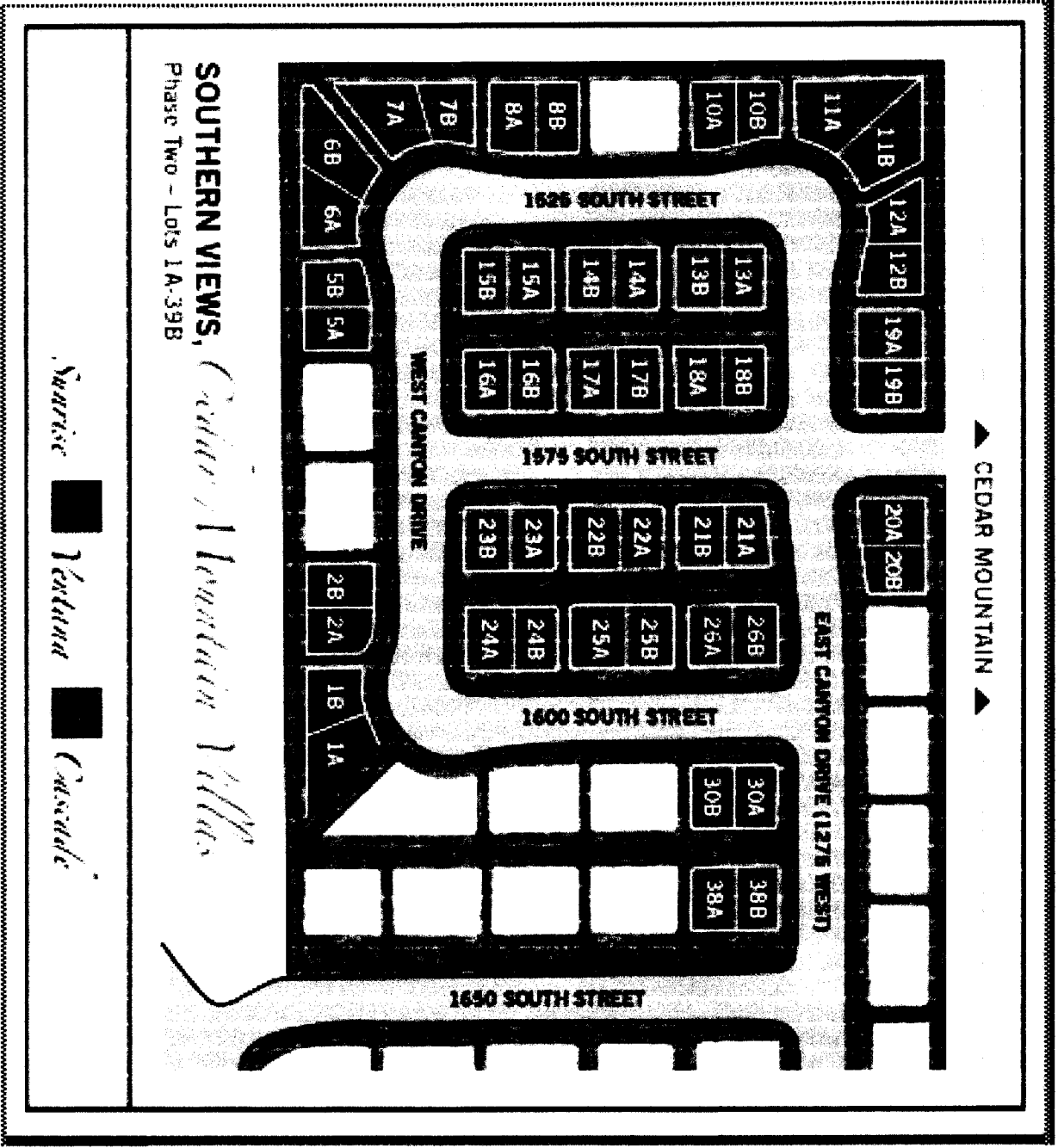
NO.	DATE	DESCRIPTION
1	7-1-07	PREPARED FOR SOUTHERN VIEW PHASE II

00545135

Restrictive Covenants B: 1071 P: 0703 Fee \$87.00
 Patsy Cutler, Iron County Recorder Page 5 of 8
 1/12/07 4:42 PM By EXIT CEDAR REALTY



EXHIBIT B



SOUTHERN VIEWS,
 Phase Two - Lots 1A-39B
Cedar Mountain Villas

Sunrise ■ Vistana ■ Cascade

00545135

Restrictive Covenants B: 1071 P: 0704 Fee \$87.00
 Patsy Cutler, Iron County Recorder Page 6 of 8
 1/12/07 4:42 PM By EXIT CEDAR REALTY



ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of PLACER } SS.
On 1-4-7 before me, SHELLI MORENO,
(DATE) (NOTARY)
personally appeared TERRY A. KLINEFELTER
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Shelli Moreno
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: OFFICER FOR
LLC

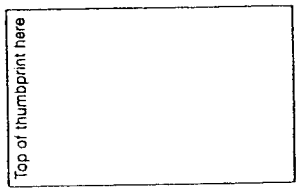
DESCRIPTION OF ATTACHED DOCUMENT

DECLARATION OF RESTRICTIVE
TITLE OR TYPE OF DOCUMENT
COVENANTS
6
NUMBER OF PAGES
1-4-2007
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

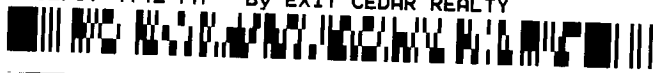
RIGHT THUMBPRINT
OF



00545135
Restrictive Covenants B: 1071 P: 0705 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 7 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY

00545135

Restrictive Covenants B: 1071 P: 0706 Fee \$87.00
Patsy Cutler, Iron County Recorder Page 8 of 8
1/12/07 4:42 PM By EXIT CEDAR REALTY



ALL OF LOT'S 1 THROUGH 39, SOUTHERN VIEW SUBDIVISION, PHASE II,
ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE
OF THE IRON COUNTY RECORDER.

Tax Serial : B-1832-1 through B-1832-39-1