

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN THESE PRESENTS: That David K. Adams & Sons, Inc. is the owner and developer of the following described property in Washington County, State of Utah, to-wit:

Lots 1-11, HILLSIDE MOBILE HOME ESTATES AMENDED, according to the official plat thereof, records of Washington County, State of Utah.

Lots 1-3, HILLSIDE MOBILE HOME ESTATES NO. 1-A, according to the official plat thereof, records of Washington County, State of Utah.

THEREFORE, said corporation does hereby subject said land to the following covenants, conditions and restrictions, and further that these restrictions shall entirely supercede and nullify any prior restrictions filed against said properties; and the acceptance of any deed or conveyance thereof by the grantee therein, and their, and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenants and agreement with the undersigned and with each other, to accept and to 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 purposed and no lot shall contain more than one (1) habitable structure. All structures shall be in accord with prevailing zoning ordinances.
2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot without the approval of the architectural control committee. No fence, swimming pool or other construction shall be erected, placed, or altered on any lot without approval of the architectural control committee. No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second hand structures shall be moved onto any of the said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within subdivision, shall be new construction of good quality, workmanship, and materials.
3. **BUILDING LOCATION:** No dwelling shall be located at any point closer than thirty (30) feet from the front property line as measured from the base of the foundation of said dwelling to the front property line. No dwelling shall be located closer than ten (10) feet to any rear property line nor closer than five (5) feet to any side property line, provided that a minimum of ten (10) feet shall be maintained on at least one side of the dwelling. Corner lots shall meet the front and rear setback requirement on the street side of the property.
4. **SIGNS:** No property owner shall construct or display any sign on any lot except as provided herein. A name-sign not to exceed one (1) square foot in size or a "for sale" or "for rent" sign not to exceed (2) square feet in size shall be permitted.

SOUTHERN UTAH TITLE COMPANY  
ACCOMMODATION RECORDING ONLY  
NOT EXAMINED

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5. **REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, inoperable vehicles, or other such waste material. Such trash shall be kept in sanitary containers and regularly disposed of.
6. **ANIMALS:** No animals or livestock may be kept or maintained on the premises except for domestic pets such as dogs and cats. These may be kept provided they are not maintained or bred for any commercial purpose. Owners must comply with Washington City Ordinances in regards to leash laws.
7. **WALLS, FENCES & HEDGES:** All walls and fences shall be kept in good repair and no fence, wall or hedge shall exceed an overall height as measured from the top of the footings to the top of the fence, wall, or hedge in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of three (3) feet in any front yard setback area. There shall be no fence along roadways.
8. **LANDSCAPING:** All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the area. Shrub and tree plantings 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. All lots shall be kept free of weeds by the owners of said lots. Should excessive growth occur, the owner shall be notified of such condition and be given thirty (30) days to correct same, after which time another owner may order such correction effected; the expense of which shall be charged to the owners of the underdeveloped lots.
9. **SITE REVIEW:** Prior to the construction of any dwelling, garage, storage building, fence, wall, pool, or other improvement on any lot in this subdivision, plot-plan and/or construction drawings shall be submitted and approved by a planning consultant designated by the developer. The cost of gaining such approval to be born by the seeker of such approval.
10. **DAMAGE:** Any damage inflicted on existing improvements such as curb, streets, gutter, concrete sidewalks, etc. by the buyer must be repaired or the expense of such repair must be borne by the buyer at his own expense. This includes damage to landscaping.
11. All of the covenants, and restrictions, set forth in this declaration shall take effect upon recording and shall continue and remain in full force and effect at all times against said property and the owners thereof or any subsequent owner 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 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 easements or other areas dedicated to the public. In addition, the declarant of said restrictions may from time to time subject additional restrictions or covenants as may be deemed necessary for the protection of other property owners in the subdivision.

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**RIGHT TO ENFORCE:** The provisions contained in this declaration shall be enforceable by the land developer or by the owners or owner of any 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 restriction to be invalid by court proceeding shall not invalidate any other restriction unless specifically specified.

Date this 13 <sup>*DKA*</sup> *July* 1999 day of ~~September~~, 1998

D.K. ADAMS AND SONS, INC.

*D.K. Adams*

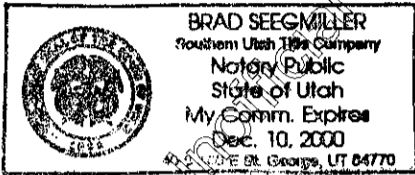
D.K. Adams, President

State of Utah

County of Washington

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On the 13th day of July, A.D. 1999, personally appeared before me DAVID K. ADAMS, who being by me duly sworn, says that he is the President of DAVID K. ADAMS & SONS, a Utah Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said DAVID K. ADAMS acknowledged to me that said corporation executed the same.



My Commission Expires: 12-10-2000

*Brad Seegmiller*  
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Notary Public

Residing at: St. George, Utah