

**RESTRICTIVE COVENANTS  
ROYAL OAKS  
SUBDIVISION PHASE 3**

**KNOW ALL MEN BY THESE PRESENTS:** That Royal Oaks Development, L.C. a Limited Liability Company, is the owner and developer of the tract of land known as **ROYAL OAKS PHASE 3**, in Washington County, State of Utah, 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 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 structure shall be in accord with prevailing zoning land ordinances in effect.

2. **MINIMUM SQUARE FOOTAGE AND MULTILEVEL RESTRICTIONS:** In no event shall the total finished square footage living area of any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages, be less than 1250 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 not be less than 1250 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 less than 1250 square feet. 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.

3. **PREFABRICATED, TEMPORARY STRUCTURES AND MOBILE HOMES:** No prefabricated, temporary or mobile-home type structures shall be located on any lot. The developer may, during marketing efforts, maintain a temporary structure sales trailer or construction/storage building upon any lot until such time as the developer concludes marketing/sales activities associated with the project.

4. **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 three (3) 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 subject to ordinances in effect. All garages and carports are subject to an 8 foot setback from the property line if they are more than 15 feet taller than the elevation on the adjoining lots. All garages shall be attached, and shall be constructed of the same exterior materials as and in harmony and be architecturally compatible with the residence constructed on the lot.

**5. LOT SIZES:** 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 shown on the recorded plat of said subdivision.

**6. BUILDING LOCATION:** Each building shall be located on each lot so as not to be in violation of St. George City 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.

**7. DRIVEWAYS AND WALKWAYS:** The driveway leading from the street to the garage, and walkways, 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. In no event shall a driveway or walkway be constructed of dirt, sand, clay, road base material or asphalt.

**8. ROOFING MATERIAL:** Roofing material shall be limited to tile varieties approved by the developer. No asphalt shingles or other roof covering will be allowed in any form.

**9. NUISANCES:** No noxious or offensive activity shall be carried on, upon, or about any lot, part or portion of the property, nor shall anything be done thereon which may become an annoyance to the neighborhood.

**10. OIL AND MINING OPERATIONS:** No oil drilling, or quarrying of 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.

**11. ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, part, or portion of the property, except dogs, cats or other domesticated household pets, which 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 by leash or fence and kept pursuant to all applicable laws and ordinances.

**12. 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 approved by the developer. No rubbish, trash, papers, junk or debris, shall be burned upon any lot, part or portion of the property.

**13. 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 as approved by the developer. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

**14. SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot, part or portion of the property. No discharge of oil or other harmful substances shall be allowed.

**15. BOATS, RECREATIONAL AND MOTOR VEHICLES:** No boats, motorcycles, trailers, buses, motor homes, campers or other vehicles shall be parked or stored upon any lot except in the side 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.

**16. ANTENNA:** No external radio, television, dish or other antenna of any kind or nature, including solar panels, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence on the lot or 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 residences on any lot so as to be visible from the street fronting said lot. Satellite dishes shall only be allowed in backyard areas if less than 18" in diameter and only if screened from the view of other lots. No amateur radio antennas shall be allowed.

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

**18. LANDSCAPING:** Before the completion of construction of the residence upon the lot, the owner shall complete the landscaping in the front yard and side yards of the lot. Within one year from the completion of construction of the residence upon the lot, the owner shall complete the landscaping in the backyard of the lot. Landscaping shall include, but not be limited to, the planting of lawn, grass, trees, or other appropriate ground cover or shrubbery approved by the developer. 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 in yard shall be kept and maintained in an orderly and sightly manner, free of weeds and garbage. Should any lot owner fail to comply with provisions of this section, any owner within the Subdivision shall have the right to seek injunctive relief or 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 attorneys 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 therefore made.

**19. DOME STRUCTURES:** No dome structures of any type are allowed.

**20. WALLS AND OTHER BARRIERS:** Walls, fences and barriers shall be constructed of masonry materials manufactured for such purposes or P.V.C. fencing, and erected in a proper and safe manner. Permitted material shall be, 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. No wire mesh, or chain link fencing is allowed as a fencing material. 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 set back area, which shall not exceed four (4) feet in height. Walls and fences in the side (beyond the front set back) and back yard 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 any owner within the Subdivision to enforce the conditions herein contained.

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

**22. LEASES:** In the 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 that any failure by lessee to comply with the terms of this Declaration or rules 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 has read and understands same, and agrees to be bound by their terms. In no event shall a lease agreement be for a term less than 90 days.

**23. 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 18"x24" 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, Royal Oaks Development, L.C., 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 18"x24" advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction, as defined herein.

**24. 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 10 days, the Developer, or any lot owner in the Subdivision, may remove the inoperable motor vehicle after a 10 day written notice. The cost and expenses 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 more than 90 days.

**25. TRUCKS AND TRAILERS:** Trailers and motor homes with a length in excess of 35 feet, or boats in excess of 21 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.

**26. 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 St. George. The cost of gaining such approval shall be borne by the seeker of such approval.

**27. ROOF MOUNTED HEAT PUMPS, A/C OR EVAPORATED COOLERS, AND SOLAR PANELS, ARE NOT ALLOWED.**

**28. 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 at the expense of the purchaser. This also includes any damage to landscaping. Any dirt, mud or gravel spilled or dumped on sidewalks and/or streets during any construction or landscaping shall be removed at the cost and/or expense of lot owner and/or his contractor, and returned to the then pre-existing condition of the sidewalk and/or street within eight hours.

**29. The Architectural Committee (ACC)** must approve of all structures within the Subdivision boundaries. The ACC's purpose is to insure that all exteriors and landscaping harmonize with proposed and existing surroundings and structures.

**30. DISCLAIMER OF LIABILITY:** Notwithstanding any information given by Declarant regarding soils and subsurface water conditions, whether it be oral or written, declarant hereby disclaims 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 therefor. The lot owner agrees to indemnify and hold harmless declarant, their successors or assigns from any liability therefor.

**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 recording of the same. Said covenants shall then be automatically renewed for successive periods of ten (10) years each without taking any action whatsoever, 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 proceedings shall not invalidate any other restrictions unless specifically specified.

**33. FUTURE PHASES OF ROYAL OAKS:** The subjecting of future phases of Royal Oaks to these CC&R's may be done by Declarant herein incorporating on the Plat of such future Phase words effecting such inclusion, stating the necessary recording information for these CC&R's, or by said Declarant filing a document entitled "Annexation", stating said recording information and an inclusionary statement thereon.

DATED THIS DAY OF November 1999.

DECLARANT: ROYAL OAKS DEVELOPMENT L.C.

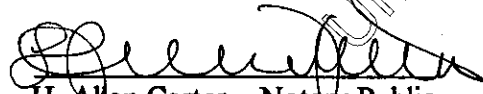
By   
Barney R. Saunders, Member of THE DOVE HOMES COMPANY, L. L. C. (Managing Member)

By   
Richard L. Kimball, Member of THE DOVE HOMES COMPANY, L. L. C., (Managing Member)

STATE OF UTAH

COUNTY OF WASHINGTON

On the Day of November, 1999 personally appeared before me, Barney R. Saunders and Richard L. Kimball, the Managing Members of THE DOVE HOMES COMPANY, L. L. C., the Managing Member of ROYAL OAKS DEVELOPMENT, L.C., A Utah Limited Liability Company, on behalf of said entities according to their By-Laws and Operating Agreement who acknowledged before me that that they executed same for the purposes therein-shown.

  
H. Allan Carter, Notary Public

