

RESTATED DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR SOUTHGATE VIEWS LLC

SECTION I. REPLACEMENT OF EXISTING CC&R's

THE OWNER of the lots of Southgate Views LLC (Southgate Views) hereby invokes Declarants amendment rights under Section 9.5 Amendment of the CCR's, to replace in their entirety all Covenants, Conditions, Restrictions (CC&Rs); Rules, Regulations and Standards which apply to the real property within Southgate Views. Southgate Views is more particularly described in Addendum "A" appended hereto and made a part hereof.

Previous Declarations, Covenants, Conditions and Restrictions were recorded at the Washington County Recorder's Office on August 30, 2005 as entry #20060039388 by Southern Utah Title along with Addendum "B" Rules, Regulations, and Standards of Southgate Views Subdivision all of which shall have no further force or effect once the present replacement of the CCR's as stated below are recorded along with the notarized signature of the Declarant.

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property described in Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenant's, conditions, restrictions, easements, and to the Plat of Southgate Views Subdivision, Phase 1, recorded concurrently herewith, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof, and shall inure to the benefit of such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with one another to accept, hold, improve, use, and convey the property described and conveyed in such deed or conveyance subject to this declaration.

ARTICLE I. ARCHITECTURAL CONTROL COMMITTEE

Section 1.1 Creation. The Declarant shall appoint an Architectural Control Committee consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to remove members of the committee and fill vacancies on the committee until the earliest of the following: (a) the Declarant relinquishes this power in writing; (b) ninety percent (90%) of all lots on the Property have been sold; or (c) residential structures have been constructed on seventy five (75%) of all lots of Southgate Views Subdivision and such structures are legally occupied. When the Declarant ceases to have this power notice shall be given to each property owner and thereafter the property owners shall within sixty days elect by majority vote new members



of the Committee. Each lot and owner shall have one vote for each lot owned. The initial committee members elected by the lot owners shall be elected for a term of two (2) years. No member of the committee shall receive any compensation for their services or make any charges what so ever for services rendered. The committee shall adopt reasonable rules for the conduct of its proceedings and to carry out its duties. The committee shall meet as needed and keep minutes of meetings which shall be open for inspection to all lot owners for review upon reasonable advance notice. The committee shall by majority vote elect one of its members as chairperson and one of its members as secretary the duties will be as usually appertain to such offices. The majority of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting or consulting remaining member(s).

**Section 1.2. Approval of Plans.** No construction, remodeling, addition, or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot within the Property may occur without the written consent of the a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations, and standards adopted by the committee. The initial rules and regulations subject to amendment by the committee are attached as Addendum "C". After termination of the right of the Declarant to appoint and remove Committee members as set forth in Section 1.1, any rule or regulation may be amended, adopted or repealed by majority vote of all lot owners, by one vote for each lot owned. The issuance of any permit or granting of approval by any government entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter. Applications for approval shall be acted upon by the Committee within 30 days of submission once the Committee has received all materials required by it as respects the application, otherwise the application will be deemed to have been approved.

**Section 1.3. Immunity from Liability.** The Committee shall not be held liable for damages by any reason of action, inaction, approval, or disapproval by it with respect to any request made present to this Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property, and any violation of this Declaration or of any law or regulation are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The committee's review of plans shall in no way be deemed compliance, approval or concurrence of, structural, engineering, mechanical, integrity, soundness, or compliance with any applicable laws or regulations.

**Section 1.4. Injunctive Relief.** Purchasers or lot owners acknowledge that any construction, remodeling, addition, or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other owners and purchasers within Southgate Views. Based thereon, any violation of this article by any person shall entitle the committee, the Declarant, or any purchaser or owner of any lot to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot in Southgate Views, each purchaser or lot owner, for themselves and their

agents, their representatives, successors, and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Declarant, any purchaser, or lot owner may have hereunder or pursuant to law.

## ARTICLE 2. USE RESTRICTIONS

Section 2.1. Construction, Business, and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain facilities and construct such activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction or sale of lots during the period of construction and sale of said lots and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sales office.

Section 2.2. Land Use and Building Type. None of the Properties or lots within the Property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and one "Casita" style guest house attached by the roof line to the primary dwelling. Every dwelling shall have, as a minimum, a three (3) car garage. All dwellings shall face the public street. All residences shall have a paved concrete driveway connecting the parking in such a way as to allow safe ingress and egress. All construction shall be new materials, except that used stone may be used with the prior written approval of the Architectural Control Committee. In no event shall the total finished living area of any dwelling constructed on any lot within the property and having a single level or a ground level basement, be less than two thousand two hundred (2,200) square feet, exclusive of porches, balconies, patios, garages, and basements. The minimum total finished square footage of living area shall not be less than two thousand (2,000) square feet. Living area is defined as the area containing lighting fixtures, permanent floor coverings, and painted, wallpapered, or vinyl covered walls and ceilings.

Section 2.3. Exterior Building Materials. Exterior building materials shall be limited to rock, stucco, or a combination of same. All soffit and fascia materials must be stucco. No wood, vinyl, aluminum, or hardboard siding is allowed. No log homes are allowed. All exterior construction shall be "earth" colors. Colors must be approved by the Declarant or the Committee. Colors not permitted are yellow, orange, rose, salmon, coral, greens, blues, and red.

Section 2.4. Roofing Materials. Roofing materials are limited to slate, clay, or concrete tile in natural earth tone colors approved by the Declarant or the Committee. A minimum roof pitch of 3/12 and a maximum pitch of 8/12 are required. No flat roofs are permitted.

Section 2.5. Garages. All residences constructed on any lot shall be constructed with a fully enclosed, private, attached garage, built to accommodate not less than three or more

than five (5) vehicles. The minimum size for any garage shall be twenty feet by thirty feet. The height of the garage door headers shall not exceed eight feet clearance above the finished garage floor unless otherwise approved by the architectural committee and in all cases restricted to a maximum of ten feet above the finished floor. All garages shall be constructed of the same exterior materials and shall be in harmony and architecturally compatible with the residence constructed on the lot.

Section 2.6. Roof Mounted Heat Pumps and Solar Panels. No solar panels, heat pumps, or air conditioning and heating units including ducting are allowed to be mounted on roofs. All such units shall be installed on the ground on the side or rear yard of the lot and shall not be visible from any street or adjacent lot.

Section 2.7. Driveways and Walkways. The primary driveway leading from the street to the garage and the primary walkways leading from the street to the entrance of the residence shall be constructed of concrete. All other driveways and walkways shall be constructed of a material commonly used for such purposes and approved by the Committee. In no event shall a driveway be constructed of dirt, sand, clay, or road base material such as decomposed granite. An RV pad or other parking pads proposed to be constructed must first be approved by the Committee in writing.

Section 2.8. Landscaping. Landscaping of the front and side yards of lot must be completed prior to occupancy. Lots shall be landscaped such that all unpaved portions of street front or side yards shall be planted in grass, turf, ground cover, or rock, acceptable to the Committee. Unless specifically waived in writing by the committee based on special circumstances, front yard landscaping shall be planted with a minimum of twenty five percent desert or xeriscape landscaping and a maximum of fifty percent grass, turf, or other ground cover. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of the lot. Should excessive growth occur, the owner will be notified by the Committee and be given thirty days to correct the situations after which time the committee may take corrective action and charge the cost of same to the lot owner.

Section 2.9. Fences, wall, and barriers. Walls, fences, and other barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Concrete, poured concrete, concrete block, cinder block, stone, or stucco of a color which blends with the exterior of the structure on a lot and which is of a color approved by the Declarant or Committee may be used for landscaping or retaining purposes. Wrought iron may be used as long as the portion of wrought iron does not exceed fifty percent of the total wall, fence or barrier. Poured concrete or concrete sections are allowed only if such materials are constructed with an approved finished surface. Except as otherwise provided herein; all perimeter walls, fences and barriers shall be constructed of cinder blocks of such color as has approved by Declarant or Committee. All walls, fences, and barriers shall be maintained in a visually pleasing manner and in a good state of repair.

Section 2.10. Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the flow or direction of drainage channels. No change in the elevation of a lot shall be made and no change of the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental, or potentially detrimental, to any other lot within the property. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities so as not to drain onto or across any other lot. The slope control areas of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which public utilities or agencies have responsibility.

Section 2.11. Sewage Disposal. No individual sewage systems or septic tanks are permitted on any lot or portion of the properties.

Section 2.12. Height Restrictions. Unless specifically approved in other sections of the CCR's, no structure shall exceed twenty feet in height and no structure may exceed two stories.

Section 2.13. Building Location. All buildings shall be located on all lots so as to comply with any requirement noted on the plat and so as not to be in violation of St. George City ordinances as respects minimum setbacks. The above notwithstanding, in no event shall any portion of a building including eaves or steps encroach upon any other lot. All construction can only be made within designated and approved building pads.

Section 2.14. Prohibited Structures. No basement home, mobile home, or pre-manufactured home shall be placed, located, or constructed on any lot. No structure of a temporary character such as trailers, mobile homes, basement with no upper structure, pre-manufactured home, greenhouses, tent, shack, garage, barn, or any outbuilding shall be constructed or used on any lot at any time including use as a residence, either temporary or permanent. Campers, trailers and RV's shall not be permanently parked on any lot.

Section 2.15. Signs. Except as otherwise provide herein, no signs of any kind shall be displayed to the public view on any lot except for one sign of not more than one square foot for identification or numbering purposes. One sign of not more than two square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction. No flags, banners or streamers of any kind are allowed on any lot. The above notwithstanding, signs used by the Declarant to advertise the development and /or sale of any lot, portion or part of the Property shall be excluded from this restriction. During construction of a residence the contractor may erect an advertising sign not more that sixteen feet square if it is removed when construction is completed.

Section 2.16. Care and Maintenance. 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 refrain from any activity which interferes with the reasonable enjoyment of any other owner's lot. All structures, landscaping, and improvements shall be maintained in good condition and repair at all times. No clotheslines or outside storage of any articles which are unsightly in the opinion of the Committee will be permitted. Garbage cans, wood piles, and storage of any kind must be concealed from neighboring lots, roads, or streets.

Section 2.17. Nuisances. No noxious or offensive activity shall be permitted or allowed on upon any lot or part or portion of the property, nor shall anything be done which may be an annoyance to the adjacent lot owner(s) or the neighborhood. Examples include, but are not limited to, barking dogs or any animals that make noise; skateboarding, and basketball. Skateboard ramps, jumps, platforms, or similar structures, basketball hoops, courts and stands of any kind, tennis and volleyball courts, loud music, anything that results in offensive odors, and any other nuisance that is offensive or objectionable to neighbors is not permitted. No lot shall be used for any illegal purpose.

Section 2.18. Animals, Livestock, and Poultry. No animals including horses, goats, fowl, livestock or poultry of any kind shall be raised, bred, or kept on any lot, or portion of the Property, except that dogs, cats or other domesticated household pets, not exceeding two of each and a maximum of four (4) total may be kept in a residence constructed on a lot, or on the lot in a suitable enclosure, provided they are not kept on any lot so as to be visible from other lots or residences, and 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, ordinances, rules, and regulations. Pets or animals may not be kept if they create noise, odors, or behavior that in the sole opinion of the Declarant or Committee constitutes a nuisance.

Section 2.19. Garbage and Refuse Disposal. No lot, or portion of a lot shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. No rubbish, trash, papers, junk, or debris shall be burned or buried upon any lot, part or portion of the property.

Section 2.20. Storage of Materials. No lot, part, or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the lot. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

Section 2.21. Inoperable Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, or portion of the Property except in an approved and enclosed garage. In the event any inoperative motor vehicle remains

outside upon any street, lot or part or portion of the Property for a period exceeding seventy two (72) hours, the same may be towed and impounded after ten (10) days written notice to the lot and vehicle owner. The cost and expense of such removal shall be borne by the lot owner and/or vehicle owner. As used in this section, "inoperable vehicle" means any vehicle which is unable to be legally operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for period of ninety days or more. No automobile, recreational vehicle, 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 on the lot which completely screens the sight and sound of such activity from the public streets and all neighboring lots.

Section 2.22. Boats, Recreational, Trucks, Trailers, and other Vehicles. No boats, motorcycles, trailers, buses, motor homes, all-terrain vehicles (ATV's), jetskiies, snowmobiles, campers, or other such vehicles shall be permanently parked or stored upon any lot except inside of fully enclosed garages. In no event shall any such vehicles be parked or stored upon any lot including the driveway, front yard or any street located within the Property.

Section 2.23. Antennas. No external radio, television, satellite dish or other antenna of any kind or nature of 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 nor shall such devices be located on any lot or on any residence on any lot so as to be visible from the street. Satellite dishes shall only be allowed in backyard areas or if screened from view from streets and other lots excepting locations of satellite dishes 24 inches or less as approved by the Committee.

Section 2.24. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon, in, or under any lot or part or portion of the property, nor shall any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon, in or under 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 part or portion of the Property.

Section 2.25. Commercial Activities Prohibited. Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However, this restriction shall not prohibit an owner or resident from maintaining his personal professional library therein, or keeping his personal business or professional records or accounts therein; or handling personal business, or professional phone calls or correspondence there from.

Section 2.26. Re-subdivision or Combining of Lots. No lot within the Property shall be divided, subdivided, portioned, parceled, or broken up into smaller lots or units. In the event any persons desiring to combine two or more lots by use or plat amendment, approval shall first be obtained from the Committee or Declarant. The responsibility to comply with

all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person(s) requesting such combination of lots.

Section 2.27. Damages. Any damage inflicted upon existing improvements, including but not limited to curbs, gutters, streets, sidewalks, light poles, utility boxes or vaults, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered; the expense of such repair shall be borne by the lot purchaser or owner.

#### ARTICLE 3- GENERAL PROVISIONS.

Section 3.1. Enforcement. The Declarant or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule including, but not limited to, any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure to enforce any covenant or restriction herein contained or any rule shall in no event be deemed a waiver of the right of any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision thereof or any rule, the party against whom enforcement is sought shall be responsible for attorney fees incurred as a result of the action.

Section 3.2. Declarant Immunity. By purchasing property within the subdivision, the lot purchaser and owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant or its agents, employees, officers, representatives, successors, and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss causes by or related to any unforeseen surface or subsurface soil condition, soil compaction, or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property.

Section 3.3. Severability. All of the conditions, covenants and reservations contained in the Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, and owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 3.4. Duration. The covenants and conditions of this declaration shall run with and



bind the property and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, and by their respective legal representative(s), heirs, successors, and assigns, for a term of twenty years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years.

Section 3.5. Amendment. Until the occurrence of events set forth in Section 1.1 which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 3.6. Declarant Exemption. The Declarant and all activities carried on by the Declarant in connection with the subdivision, development, sale, or related activity, with regards to the Property or any lot, is exempt and free from all restrictions and constraints in this declaration.

Section 3.7. Violation as Nuisance. Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any owner or owners of any lot or portion of the Property. Remedies under this declaration shall be deemed cumulative and not exclusive.

Section 3.8. Enforcement. Each and all of the restrictions, covenants, and conditions contained in this Declaration are for the benefit of the Declarant and the owner or owners of any lot or portion of the Property. Each condition, covenant, and restriction shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest hereto. The restrictions, covenants, and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the owner or owners of any lot or portion of the Property; provided however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Declarant or any owner or owners of any lot or portion of the property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.9. Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 3.10. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. mail postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five days after mailing, whichever is sooner.

Section 3.11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 3.12. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 3.13. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 4 ASSIGNMENT OF POWERS.

Section 4.1. Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 30 day of May, 2013.

Declarant

Southgate Views L.L.C.

By:



STATE OF UTAH

COUNTY OF WASHINGTON

On this 30 day of May, 2013, before me personally appeared John Bagley, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say he is the owner of Southgate Views L.L.C. an Idaho legal entity and the foregoing document was signed by him on behalf of such company; he being duly authorized to do so by Southgate Views L.L.C.

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 30 DAY OF May, 2013



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NOTARY PUBLIC

### Exhibit "A"

Beginning at the Southeast Corner of "The Legacy No. 12 Townhome Subdivision", according to the official plat thereof, Washington County Records, said point being located South 89°14'01" East 1238.82 feet along the Section Line and North 01°17'00" East 0.41 feet from the Northwest Corner of Section 12, Township 43 South, Range 16 West, Salt Lake Base and Meridian; and running thence along said Subdivision boundary following Eleven (11) courses: North 01°17'00" East 83.68 feet; thence North 54°49'30" East 323.21 feet; thence North 68°36'30" East 383.76 feet; thence South 46°56'30" East 196.26 feet; thence South 88°42'30" East 88.15 feet to a point on a 290.00 foot non-tangent radius curve to the right, the radius point bears South 78°44'09" East; thence Northeasterly 104.87 feet along the arc of said curve through a central angle of 20°43'11" to a point on a 20.00 foot, non-tangent radius curve to the left, radius point bears South 58°00'58" East; thence Southeasterly 32.11 feet along the arc of said curve thru a central angle of 91°59'02" to the point of tangency; thence South 60°00'00" East 93.92 feet to the point of a 200.00 foot radius curve to the left; thence Southeasterly 29.35 feet along arc of said curve through a central angel of 8°24'29"; thence North 20°37'30" East 137.15 feet; thence North 47°31'05" East 369.42 feet along said boundary line to a point on the center section line of Section 1; thence leaving said boundary line South 01°48'09" West 679.26 feet along said Section line South Quarter Corner of said Section 1; thence North 89°14'01" West 1307.56 feet along said Section Line; thence North 01°17'00" East 0.41 feet to the point of beginning.

ALSO: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Southgate Views Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TAX ID:

- SG-SGVW-1-1
- SG-SGVW-1-2
- SG-SGVW-1-3
- SG-SGVW-1-4
- SG-SGVW-1-5
- SG-SGVW-1-6
- SG-SGVW-1-7
- SG-SGVW-1-8
- SG-SGVW-1-9
- SG-SGVW-1-10
- SG-SGVW-1-11
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- SG-SGVW-1-20
- SG-SGVW-1-21
- SG-SGVW-1-22
- SG-SGVW-1-23
- SG-SGVW-1-24
- SG-SGVW-1-25

ADDENDUM "A"

Legal Description  
Southgate Views, L.L.C.

November 22, 2005

Sec 1, T43S, R16W, SLB&M

Southgate Views Parcel

Beginning at the Southeast corner of "The legacy no. 12 Townhome Subdivision" according to the official plat thereof, Washington County Records, said point being located N 89° 14' 01" W 1238.82 feet along the section line and N 01° 17' 00" E 0.41 feet from the Northwest corner of Section 12, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence along said subdivision boundary the following eleven (11) courses; N 01° 17' 00" E 83.68 feet; N 54° 49' 30" E 323.21 feet; thence N 68° 36' 30" E 383.76 feet; thence S 46° 56' 30" E 196.26 feet; thence S 88° 42' 30" E 88.15 feet to a point on a 290.00 foot, non-tangent radius curve to the right, the radius point bears S 78° 44' 09" E; thence Northeasterly 104.87 feet along the arc of said curve through a central angle of 20° 43' 11" to a point on a 20.00 foot, non-tangent radius curve to the left, the radius point bears S 58° 00' 58" E; thence Southeasterly 32.11 feet along the arc of said curve through a central angle of 91° 59' 02" to the point of tangency; thence S 60° 00' 00" E 93.92 feet to the point of a 200.00 foot radius curve to the left; thence Southeasterly 29.35 feet along the arc of said curve through a central angle of 8° 24' 29"; thence N 20° 37' 27" E 137.15 feet; thence N 47° 31' 05" E 369.58 feet along said boundary line to a point on the center section line of Section 1; thence leaving said boundary line S 1° 48' 09" W 679.42 feet along said section line to the South quarter corner of said Section 1; thence N 89° 14' 01" W 1307.56 feet along said section line; thence N 01° 17' 00" E 0.41 feet to the point of beginning. Contains 10.52 acres.

ADDENDUM C

RULES, REGULATIONS AND STANDARDS OF SOUTHGATE VIEWS SUBDIVISION

While the controls exercised by the Architectural Control Committee (the Committee) must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design element of a prospective home appears to be in conflict with the controls or recommendations set forth such conflicts must be resolved by the Committee which will, if possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of Southgate Views Subdivision (the Covenants). The Covenants are on record in the office of the Recorder Washington County, Utah at 87 North 200 East St. George, Utah. Any violations of these guidelines or the covenants may result in required changes to floor plans, colors, materials, etc. at the owner's cost and/or contractor's expense.

No construction may begin in the Southgate Views Subdivision without the issuance of a building permit issued by the City of St. George. A set of drawings and specifications with the Committee's stamp or signature of approval must be submitted to the City of St. George to obtain a permit. This stamp or signature of approval will be given upon compliance with all provisions stated in the Covenants and these rules, regulations and standards, and by execution of a final agreement as established by these rules by the owner and contractor legally responsible for the proposed construction.

SECTION 1.

Two (2) complete sets of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the Committee not less than ten (10) days prior to the desired date for commencement of construction. Both sets will be stamped or signed and returned, one for the City of St. George and one for construction use. The plans must contain all of the following:

A. Site Plan

1. Show scale and overall dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street (front yard setback is twenty five (25) feet and the side yards minimum setbacks are ten (10) feet and eight (8) feet.
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations unless pre-approved otherwise by the committee or declarant in writing. Finished floor elevations are to be consistent with existing homes on the adjacent lots. In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee or Declarant and a determination will follow.
6. Location of the HVAC unit(s) shall be noted. No HVAC units or ducting will be placed on the roof.

B. Floor Plan

1. Show scale and overall dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items must be in the rear of the house and/or out of street and adjacent lot view. Consideration may be given when rear installation is not possible. In such cases the unit must be screened from view with material compatible with house construction, and noise exposure considerations to adjacent lot owners evaluated.

C. Elevations

1. Note scale on plan

D. Color Schemes and Exterior Materials

1. Colors shall be selected from "earth colors" that are submitted and approved by the Declarant or Committee.
2. The general design used in the front of the house must continue to each side elevation.
3. Innovative designs may be considered on a case by case basis.

E. Construction and Materials Which are Not Acceptable

1. Log homes.
2. Pre-manufactured houses.
3. Earth or berm houses.
4. Re-located houses.
5. Wood, vinyl, brick, aluminum, or hardboard siding.

F. Acceptable Roofing Materials

1. Roofing materials must be slate, clay or concrete tile. Colors must be earth tones approved by Declarant or the Committee.

G. Height of the House

1. All houses proposed to be over one story in height will be evaluated by the Committee as respects aesthetic value for adjoining properties, lots and/or their views. The Committee has the right to restrict the height of any house, structure, or landscaping if it unduly restricts a neighbors view. In no case, unless approved by the Committee, shall a house or other structure on a lot exceed twenty feet (20 feet) in height as measured from the top back of the curb except lots 1, 2, 3, 4, 5, 10, 11, 21, 22, 23, 24, and 25 which may be higher but subject to Committee or Declarant approval.

H. Size of House, Landscaping, and Special Restrictions

1. The outside measurement of the ground level of each house containing a single level shall not be less than two thousand two hundred (2,200) square feet, or each house containing a main level and a basement level, will not be less than two thousand two (2,200) square feet on the main level, and not be less than one thousand (1,000) square feet on the basement level exclusive of garages, porches, patios, and storage.
2. All storage units, garages, etc., are to have the same design and materials as the main dwelling.
3. All homes will have a minimum of a three car attached garage.
4. All required landscaping will be completed prior to occupancy.
5. Fences and swimming pools must follow the St. George zoning requirements.
6. Campers, pickups, boats, and all other recreational and commercial vehicles, licensed or not, must be kept inside a garage or other approved location.
7. All walls around houses shall be of colored masonry materials in colors approved by the Declarant or Committee. All walls must conform to the St. George zoning ordinance. No chain link, wood, vinyl, or wire fences or walls will be allowed.
8. Blasting of any kind is prohibited.
9. No rooftop mounted air conditioning or heating equipment, or any other device including solar panels/devices/collectors or antennas will be allowed.
10. Basements. A geo-technical investigation was performed by Applied Geotechnical Engineering Consultants, Inc. The results of the investigation and specific recommendations of construction are compiled in a report dated July 1, 2004. This report is available from the Declarant and is on file with the City of St. George. Owners, builders, and contractors should read this report and must comply with its recommendations. In addition, all homes must be constructed in accordance with the recommendations of a geo-technical engineer.

I. Easements

1. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements if they will not damage utilities or will not obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot

except for those improvements for which a public agency is responsible.

## SECTION 2

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

- A. Trash Receptacles and Debris Removal. Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once per week (and more often if necessary) at an offsite facility.
- B. Concrete Trucks. Concrete trucks may be washed out only on the lot being built upon and within the construction area of the lot. The owner is responsible for containing and disposing of all washout materials.
- C. Cleanliness. During the construction period, each construction site shall be kept neat and shall be properly inspected to prevent it from becoming an eyesore, or from affecting other lots, parcels, or easements. Any cleanup costs incurred in enforcing these requirements shall be payable by the lot owner and the contractor. Dirt, mud, or debris resulting from activity on each construction site shall be properly contained and removed.
- D. Material Storage. Construction material shall be stored on the lot only for such time as is reasonably needed and maintained in an orderly manner.
- E. Sanitary Facilities. Each owner and contractor shall be responsible for providing sanitary facilities for construction workers. Portable toilets must be provided.
- F. Vehicle and Parking Areas. All construction vehicles shall be parked only within the lot being built upon or on the public street.
- G. Conservation of Native Landscape. The Committee shall have the right to protect major terrain features including rocks or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.
- H. Dust and Noise Control. The owner and contractor shall be responsible for controlling noise and dust from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios, or any other equipment must be maintained at a low level that does not disturb the peace, quiet, and enjoyment of adjoining owners or the surrounding neighborhood.
- I. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered during normal working hours and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.
- J. Firearms. Brandishing or display of any type of firearm or weapon on the property by construction crews is prohibited.
- K. Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled or illegal substance on construction sites is prohibited.
- L. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials is prohibited as well as the buildup of potentially flammable materials that may constitute a fire hazard.
- M. Restoration of Property. Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to restoring natural contours, rocks, trees, and natural vegetation as approved or required by the Committee. Each owner and contractor involved in construction activities on any lot in the subdivision shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other subdivision improvements caused by construction, construction traffic, or other causes related to construction activities. The repair of such subdivision improvements shall be made as construction on the lot is completed and before issuance of a certificate of occupancy by the City of St. George.
- N. Construction Signage. Temporary construction signs shall be limited to one sign per site not to exceed four (4) square feet of total area or as otherwise described in Section 2.15. The sign shall be free standing, not to exceed four (4) feet in height above natural grade, and of a design approved by the Committee. Attachment of signs to rocks or trees is prohibited.
- O. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise until 30 minutes after sunset or as specified by the City of St. George code. No construction activities are allowed on Sunday.