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Recorded at request of Sec Title Co of So Utah Fee Paid 5⁰⁰
 Date OCT - 8 1988 of 10 M. Jean W. Maden Recorder Iron County
 By _____ 140 Page 590-593
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DECLARATION OF COVENANTS AND RESTRICTIONS

ON

MONTE VISTA ACRES UNIT #2

SECURITY TITLE COMPANY OF SOUTHERN UTAH
a Utah corporation, Declarant

KNOW ALL MEN BY THESE PRESENTS:

Security Title Company of Southern Utah, hereinafter referred to as the declarant, a Utah corporation, trustee, the legal owners of that property in the County of Iron, State of Utah, sometimes hereinafter referred to as "said property" and more particularly described as follows, to wit:

All lots in MONTE VISTA ACRES UNIT #2, a subdivision, situated in Section 3, Township 36 South, Range 12 West, Salt Lake Base and Meridian shall be included:

Lots 1 (one) through 98 (ninety-eight) of MONTE VISTA ACRES SUBDIVISION #2. The owners do certify and declare that it is their intent to establish a general plan with the idea of establishing some rules, restrictions, and covenants upon said property for the protection of purchasers and builders of said lots and said properties described above. The protective covenants shall apply to any parts of said property as stipulated in this declaration and shall apply to the purchasers and bind the respective successors and interests of the owners thereof. These declarations, restrictions and covenants are as follows.

1. No temporary building, structure, improvement, shack or tent shall ever be erected or maintained on any of the said lots or parcels or portions thereof, EXCEPT for the use of contractors, sub-contractors or the builders during the reasonable time of such construction.
2. No building shall be erected upon said lots that is of a temporary nature or is of an industrial pre-fab type (such as Butler all-steel buildings or similar buildings). Metal roofs and white roofs shall not be permitted.
3. Prior to the commencement of the construction on any of the said lots, the owner or builder shall take whatever steps necessary to comply with the requirements of Iron County and the State of Utah.
4. No dwelling or other building shall be moved onto any of the said lots in said subdivision without the submission of proper plans and specifications to the Architect's Committee and said approval has been granted in writing. This would apply to total buildings or parts of such buildings.

COVENANTS AND RESTRICTIONS CONTINUEDMONTE VISTA ACRES SUBDIVISION #2

5. No livestock or poultry of any kind or any other animals may be raised or bred or kept upon said lots for commercial purposes. Animals which are considered pets and include cats, dogs, and horses, (excluding goats) may be kept on said lots. Horses and cows may also be kept on said lots but not to be raised or bred for commercial purposes. Animals must be kept in such a manner that their presence on said lots will not constitute an unsanitary condition or a public nuisance. They must be kept on said lots and so confined that they will not trespass on property of others.
6. No sign or signs shall be erected or maintained on said property unless permission is obtained in writing from the Architect's Committee.
7. No garbage, refuse, or obnoxious or offensive material shall be permitted to accumulate on any of said lots or parcels and the owner thereof shall cause all garbage and other like material to be disposed of by and in accordance with accepted sanitary practices as directed by the Architect's Committee.
8. (a) No building constructed, erected, or maintained on any lot or portion thereof, shall be less than 500 Square feet, counting living areas with 5'0" minimum head clearance, and not counting carports, basement, porches, decks, garages, etc.
- (b) Trailers, mobile homes and all temporary homes of any nature and construction will not be permitted as permanent dwellings on the subdivision. Permission for their use will be granted for periods of not more than eight months in the calendar year and they must remain mobile at all times and be removed when the time has elapsed until the following year.
9. All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of a general plan of improvement, development, building, occupation and maintenance hereby; and said conditions, restrictions and charges shall run with the land and continue to be in full force and effect until January 1, 1988, at which time said conditions, restrictions and charges shall be automatically extended for successive periods of fifteen (15) years unless by a vote of the fee owners of record and charges in whole or part by an instrument in writing, signed by the fee owners of record of 75% of the parcels in said tract, which shall be acknowledged by them so as to entitle it to record and be recorded in the office of the Recorder of Iron County, Utah.
10. That SECURITY TITLE COMPANY OF SOUTHERN UTAH Covenants and agrees, for itself and its successors, that all of said property shall be and the same is hereby made and shall at all times hereafter up to January 1, 1988, and thereafter as aforesaid, be subject to and bound by the conditions and covenants expressed in the foregoing paragraphs and which are applicable thereto.

COVENANTS AND RESTRICTIONS CONTINUEDMONTE VISTA ACRES SUBDIVISION #2

11. The provisions contained herein shall bind and insure to the benefit of and be enforceable by said SECURITY TITLE COMPANY OF SOUTHERN UTAH, or by any other owner or owners of any said parcels, their, and each of their legal representatives, heirs, devisees, successors and assigns, and failure by said SECURITY TITLE COMPANY OF SOUTHERN UTAH, or any property owners, of their legal representatives, heirs, devisees, successors or assigns, to enforce any of said conditions, covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12. The determination by any Court that any of the provisions of this Declaration are unlawful or invalid shall not affect the validity of any of the other provisions hereof. Damages are declared not to be adequate compensation for any breach of the provisions of this Declaration.

13. All buildings erected on said lots shall have at least a set-back of 20 feet from property lines. Variance from this restriction may be permitted by the Architect's Committee.

14. The owners of Lots one (1) through Ninety-eight (98) shall not conduct or permit to be conducted on said premises, or to be used for any purpose whatsoever, except for the purpose of a private dwelling or residence.

15. No subdivision lot shall be re-subdivided.

16. The Architect's Committee as previously referred to is composed of D. W. Corry, Dan A. Robison and Elved Willisam, Jr. The term of this committee shall be for a period for five years, at which time an election shall be held, and by a majority vote of the lot owners, any or all members of the committee may be changed. The terms of the committee members shall be for periods of five years. The Committee shall have the right to take appropriate action in any instance to affect the conformance of any lot owners to the rules, regulations, and restrictions as laid down in this Covenant. In the event of the death, resignation or incapacity or refusal to act by any member of the Committee, the remaining member or members may appoint a successor by a written designation, duly verified, and recorded in the office of the County Recorder of Iron County, Utah. Neither the Architect's Committee nor any member thereof shall be responsible, for structural or other defects of any kind or nature whatsoever, in said plans or specifications or in any building or other structure erected in accordance therewith.

17. This Declaration may be amended by consent of two-thirds of the then recorded owners or more than two-thirds of the lots in said tract together with the consent of Declarant, or its successors in interest, and placed on record in the office of the County Recorder of Iron County, Utah. Declarant may assign its right to execute such consent to any association which may be organized as referred to in Paragraph 16 hereof.

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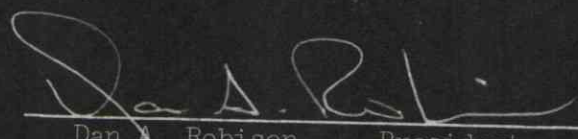
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COVENANTS AND RESTRICTIONS CONTINUED

MONTE VISTA ACRES SUBDIVISION #2

18. Each and all of said conditions shall apply to and bind the parties hereto, their heirs, executors, administrators, successors, and assigns and are imposed pursuant to a general plan for the development and improvement of said property.

SECURITY TITLE COMPANY OF SOUTHERN UTAH

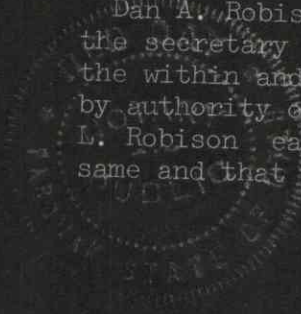

Dan A. Robison - - President


Karen L. Robison-Secretary & Treasurer

STATE OF UTAH

County of Iron

On the 3rd day of October, A. D. 1968
personally appeared before me Dan A. Robison and Karen L. Robison
who being by me duly sworn did say, each for himself, that he, the said
Dan A. Robison is president, and she, the said Karen L. Robison is
the secretary of SECURITY TITLE COMPANY OF SOUTHERN UTAH Company, and that
the within and foregoing instrument was signed in behalf of said corporation
by authority of its board of directors and said Dan A. Robison and Karen
L. Robison each duly acknowledged to me that said corporation executed th
same and that the seal affixed is the seal of said corporation.




Notary Public.

My commission expires 12-9-69 My residence is Parowan, Utah