

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND CHARGES

for

WEST HILLS SUBDIVISION UNIT II

PART A - PREAMBLE

THIS DECLARATION made and dated April 15, 1978 by Dent & Associates, Douglas A. Dent, 4964 South 975 East, Salt Lake City, Utah 84117.

WITNESSETH:

WHEREAS, the OWNERS jointly own a certain tract of land designated as WEST HILLS SUBDIVISION UNIT II, situated within the Northwest 1/4 of Section 15, Township 36 South, Range 11 West SLB&M, Cedar City, Utah consisting of 35 lots in 7 blocks, and WHEREAS the OWNERS propose to develop and improve said tract of land, to impose on the lots in said tract mutual and beneficial restrictions, covenants, easements, conditions, and charges under a general plan of improvement for the benefit of all lands in the tract, and the future owners of said land, and to offer for sale the lots in said tract.

SECURITY TITLE COMPANY
10427

PART B - AREA OF APPLICATION

NOW THEREFORE, the OWNERS, hereby declare that all of the lots and parcels of land described above are held, conveyed, hypothecated, encumbered, leased, used, occupied, and improved, subject to the following restrictions, covenants, easements, conditions, and charges, all of which are declared and agreed to be in furtherance of a general plan of improvement and sale of said lands in the subdivision, and are established, declared and agreed for the purpose of enhancing and protecting the value, desirability and attractiveness of the residential character of said lands. All of the restrictions, covenants, easements, conditions and charges shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above described lands. The residential area covenants in Part C in their entirety shall apply to Lots 1-6 Block 1; Lot 1 Block 2; Lots 1-6 Block 3; Lots 1-13 Block 4; Lots 1-3 Block 5; Lots 1-2 Block 6; and Lots 1-4 Block 7.

200126
Recorded at
Request of Sec Title Co of So Utah
Date May 9-78 3P M Fee 25.00 St. 238 Page 614-618
James P. O'Shaden IRON County Recorder
by _____ Deputy
Ind'd Abs'd Proof

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, being the owner of WEST HILLS SUBDIVISION UNIT II located in Cedar City, Iron County, State of Utah, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and so declare that all conveyances of said lots shall be made subject to the following conditions and restrictions.

1. All lots shall be known as "Residential lots." No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling and a storage facility for yard equipment. All homes constructed on said lots shall provide for a private double garage or carport which shall be constructed at the same time the home is constructed.

No residential structure, nor any part thereof, shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot.

No building shall be erected, placed, or altered on any premise in said development until the building plans, specifications, and plot plans showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee.

2. Every detached single family dwelling, exclusive of garages, carports, and open porches erected on any one of the above described residential lots shall have a minimum area above the ground of 1300 square feet for a single level residence, and 800 square feet for each floor for a multi-level residence.

3. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall not be less than twenty (20) feet. All homes shall have a minimum front yard set back of at least twenty-five (25) feet and also a twenty (20) foot side yard on corner lots. Other location requirements shall be in accordance with the ordinances of Cedar City Corp.

4. No residential structure shall be erected or placed on any building site which has an area of less than 10,000 square feet.

5. No temporary buildings, structure, improvement or tent shall ever be erected or maintained on any of 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. No trailer, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
6. Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc. over such easement, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.
7. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.
8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth.

No fence, wall, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by the owners of more than a majority of the numbered lots within this subdivision obtained in writing.

9. No prebuilt or prefabricated structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of the Architectural Control Committee as well as all fee title holders of adjacent lots including lots directly across the street, with such approval to be given in writing.
10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder and developers to advertise the property during the construction and sales periods.
11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such rubbish etc. shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Every lot owner shall be responsible to adequately handle and dispose of all rain water and snow runoff from the roofs and patios of all buildings constructed on said lot and shall not allow said drain water and runoff to flow onto another lot.

13. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

15. No individual water supply system shall be permitted on any lot.

PART D - ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee is composed of Sunny H. Dent, Douglas A. Dent, of Salt Lake City, Utah and Steven D. Corry of Cedar City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall have the right to vary the requirements as set forth in Part C, but said variance shall not be valid unless obtained in writing. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E - GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from

the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

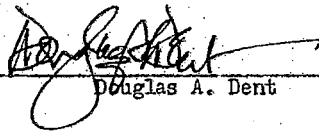
2 . If the parties hereto, any of them, or their heirs, or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

3. The failure to bring action by any land owner, or by the OWNERS, or by any person, firm, or corporation to whom the OWNERS may have assigned the right to enforce any restriction, or of the Architectural Control Committee shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; nor shall such failures to enforce any restriction give rise to any claim or cause of action against the OWNERS or such land owner.

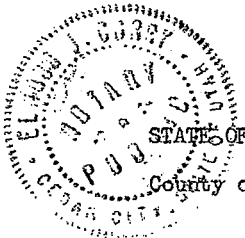
4. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the following parties being the OWNERS OF WEST HILLS SUBDIVISION UNIT II, have hereunto set their names and seals this 15th day of April, 1978.

DENT & ASSOCIATES, A Sole Proprietorship



Douglas A. Dent



STATE OF UTAH)
County of Iron) ss.

On this 20 day of April 1978, personally appeared before me DOUGLAS A DENT, a signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

Residing in:



Notary Public