

**PROTECTIVE COVENANTS
CEDAR WILLOWS SUBDIVISION
IRON COUNTY, UTAH**

THESE PROTECTIVE COVENANTS are made and executed on the 15 day of June 2006, By ~~RedRock Development~~ of the following property: Tri Tech Air, Inc DBA Red Rock Builders
CEDAR WILLOWS PHASE 2 & 3 MK

The property herein described shall be hereafter held, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding between the Developer and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns if each.

The owners so certify and declare that it is their intent to establish a general plan with the idea of establishing some rules, restrictions and covenants upon the Property for purchasers of the said lots hereinafter described. These Protective Covenants shall apply to all parts of said Property. These Protective Covenants shall apply to all of the lots in the Cedar Willows Phase 2 and 3 located in Cedar City.

1. **Landscaping.** Landscaping in the front yard shall be completed within one year from final construction of home.
2. **Easements and Set Backs.** Easements affecting all lots are reserved as shown on the recorded plat for utility installation, maintenance and drainage.
3. **Nuisances.** No Noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This shall include but is not limited to excessive noise, lights, odor or debris. Also, no storage of articles or materials, equipment or vehicles of any nature shall be permitted, either on lots or on streets, unless regularly used.

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REQUEST: 50 UTAH TITLE CO/CEDAR CITY

4. **Pets.** Pets, which are kept only for family use and not for any commercial purpose are permitted on all lots. Any Animals must be adequately restrained to prevent marauding nuisance or damage to other property. All Animal waste shall be regularly removed so that there is no offending odor. Noisy animals which annoy neighbors are not allowed.

5. **Annexation of Additional Land.** Developer may expand the property subject to these Protective Covenants by the annexation of some or all of the additional land described in Exhibit A. The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Iron County, Utah, of a Supplementary Declaration which (i) describes the land to be annexed, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to these Protective Covenants, (iii) sets forth such additional limitations, restrictions, covenants, and conditions as are applicable to the annexed land, and (iv) is signed by the Developer or his successors and assigns. When such annexation becomes effective, the annexed land shall become part of the property. Such annexation may be accomplished in one or more annexations without limitation as to size or location within the additional land.

The annexation authorized under the foregoing section shall be made by filing of record a Supplementary Declaration or similar instrument, which respect to the additional property which shall extend the plan of these Protective Covenants to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of these Protective Covenants.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to these Protective Covenants. In the event additional land is added, the definitions used in these Protective Covenants shall automatically

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the expanded to encompass and refer to the Property as so expanded. E.g., "Property" shall mean the real property described herein plus any additional real property added by a Supplementary Declaration or by Supplementary Declarations.

6. **Declarant's Right to Amend.** Until all portions of the additional land are included in this development, or until the right to enlarge this development through the addition of tracts or subdivisions terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend these Protective Covenants as may be reasonably necessary or desirable; (i) to more accurately express the intent of any provisions of these Protective Covenants in the light of then existing circumstances or information; (ii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by these Protective Covenants; or (iii) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the development.
7. **Enforcement.** The provisions of this document shall be enforceable by any or all property owners within the subdivision through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violation thereof. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and all damages of any kind suffered by them because of the violation, In addition, the prevailing party in any action to enforce these Protective Covenants shall be entitled to recover from the party in violation all costs, reasonable attorney's fees and expenses incurred in the enforcement action.
8. **Amendment.** These Protective Covenants may be amended by the affirmative vote and approval of 75% or more of the lot owners within the subdivision. The amendment may be accomplished by the recording of a document setting forth the amendment and signed by the owners of 75% or more of the lots within the subdivision, Following amendment, each and every lot owner,

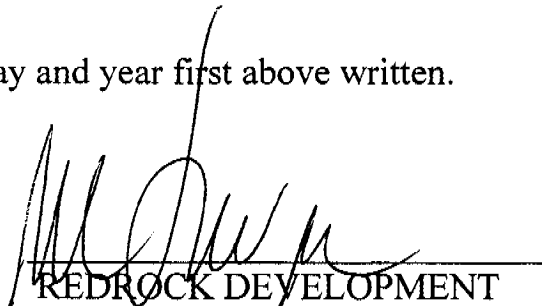
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whether signing the document or not, shall be bound by the amendment, and the amendment shall be fully enforceable is if included as a part hereof from inception.

9. Miscellaneous.

- A. There shall be no illegal activities conducted on the property at any time.
- B. No sign or billboard of any kind shall be displayed to public view on any portion of the property except only one sign not to exceed nine square feet advertising the property for sale or rent. Provided, however, that the Developer or his successors or assigns may advertise the Property for sale during the construction and sales.
- C. There shall be no partial division of any lot within the Property.
- D. The failure of the owners association or any lot owner to enforce any provision of these restrictive covenants shall not constitute a waiver of their right to enforce said covenants either as to the party in violation or as to others subsequently in violation.
- E. No structure of a temporary character, including trailers, tents, barns, shacks, or other outbuildings shall be constructed on any lot at any time as a residence, either temporarily or permanently.

EXECUTED the day and year first above written.

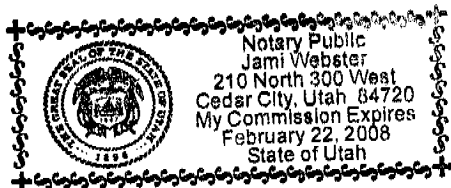


REDROCK DEVELOPMENT

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STATE OF UTAH)
 SS
COUNTY OF IRON)

On the 15th day of June, A.D. 2006, personally appeared before me **MARK SNOW** who being by me duly sworn did say, for himself, that he, the said **MARK SNOW**, is the President of **TRI TECH AIR, INC., a Utah Corporation, dba RED ROCK BUILDERS & DEVELOPMENT**, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said **MARK SNOW** duly acknowledged to me that said corporation executed the same that the seal affixed is the seal of said corporation.



Jami Webster

NOTARY PUBLIC

My Commission Expires: February 22, 2008
Residing In: Cedar City, Utah

EXHIBIT 'A'

PARCEL 1: All Lots in CEDAR WILLOWS SUBDIVISION, PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Iron County, State of Utah.

PARCEL 2: Beginning at a point on the South boundary of CEDAR WILLOWS SUBDIVISION PHASE 1 which is situated South 0°00'11" West along the Section line 375.50 feet from the West Quarter Corner of Section 35, Township 35 South, Range 11 West, Salt Lake Base and Meridian; thence along the South boundary of said Phase 1 the following Five (5) courses: East 20.86 feet; thence South 75°13'44" East, 73.57 feet; thence South 12°16'51" East, 66.08 feet; thence around the arc of a curve to the right with a radius of 20.00 feet a distance of 29.00 feet (the chord of said curve bears South 63°30'02" East, 26.53 feet); thence around the arc of a curve to the left with a radius of 333.00 feet a distance of 35.89 feet (the chord of said curve bears South 25°02'52" East, 35.87 feet); thence departing the boundary of said Phase 1 and running South 37°36'22" West, 716.49 feet; thence North 52°23'35" West, 155.81 feet; thence North 1°29'22" West, 460.36 feet to the Southwest Corner of CEDAR WILLOWS SUBDIVISION, PHASE 1; thence along the boundary of said Phase 1 the following Four (4) courses: East 196.24 feet; thence North 37°36'22" East, 118.41 feet; thence North 46.18 feet; thence East 159.14 feet to the point of beginning, being CEDAR WILLOWS SUBDIVISION PHASE 3, a Proposed Subdivision.

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