

When recorded, mail to:
E. M. Staples
P.O. Box 772
LaVerkin, Utah 84745

00646067 Bk 1332 Pg 1698
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1999 MAY 04 11:14 AM FEE: \$26.00 BY BJ
FOR: STAPLES E MIKE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF QUAIL RUN SUBDIVISION

This is a Declaration of Covenants, Conditions and Restrictions governing a subdivision known as Quail Run Subdivision.

RECITALS

The Declarants are the owners of certain real property (the "property") in LaVerkin, Washington County, Utah, which is more particularly described below. It is the desire and intention of the Declarants to sell and convey the property to various purchasers. The Declarants will convey the property subject to certain protective covenants, conditions, and restrictions as hereinafter set forth.

DECLARATION

The Declarants hereby declare that all of the property described below shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions, and to the plat recorded previously. This is for the purpose of protecting the value and desirability of the property. This Declaration and the plat shall be construed as covenants of equitable servitude; shall run with the property and be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successor and assigns; and shall inure to the benefit of each owner thereof.

The property is located in LaVerkin, Washington County, Utah, and are described as:

Beginning at the Northeast corner of Lot 61 of the LaVerkin Townsite and Field Survey of October 3, 1978, and running thence South 89°48' West, along the Lot line, 858.00 feet; thence South 0°14' East 143.22 feet; thence North 89°48' East 181.50 feet; thence South 0°14' East 157.78 feet; thence North 89°48' East 303.16 feet; thence North 0°14' West 132.78 feet; thence North 89°48' East 353.34 feet to the point of tangency with a 20.00 foot radius curve to the right; thence Southeasterly 31.40 feet, along the arc of said curve through a central angle of 89°58', to a point on the West right-of-way line of 300 West Street and the East line of said Lot 61; thence North 0°14' West, along the Lot line, 188.21 feet to the point of beginning. Containing 4.135 acres, more or less.

In order to promote a harmonious residential development and protect the character other neighborhood, the following provisions apply to the property:

I.

CONSTRUCTION RESTRICTIONS

Section 1. Permitted Structures. The only building or structure permitted to be erected, placed, or permitted to be located on any lot shall be a detached single family dwelling which must include an attached enclosed two car minimum garage, all of which conforms to the LaVerkin Town Zoning Ordinances in effect from time to time. All construction shall be of new materials, except that used brick may be used so long as it conforms with the building and subdivision ordinances of the Town of LaVerkin. All structures shall be constructed in accordance with the zoning and building ordinances of the Town of LaVerkin in effect from time to time.

Section 2. Manufactured or Prefabricated Housing. Manufactured homes of any type or prefabricated homes of any type are not allowed to be constructed, installed, or maintained on any lot or any portion of the property.

Section 3. Dome Structures. Dome structures of any type are not allowed to be constructed, installed, or maintained on any lot or any portion of the property.

Section 4. Exterior Construction Materials. Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, stucco, aluminum siding, and vinyl siding. Illuminative or reflective colors are prohibited; provided, however, that exterior walls may be white in color.

Section 5. Roof Materials. Roof materials are limited to tile, slate, shake shingles, or asphalt shingles, and shall be in colors which blend with the balance of the exterior of the structure.

Section 6. Driveways. There shall be area on the driveway (excluding sidewalk areas) to park not fewer than two vehicles per lot. Each driveway on a lot shall be constructed of cement or brick. Cinders, sand, gravel, or dirt shall not be permitted for driveway material.

Section 7. Landscaping. Within six (6) months after completion of construction of any home upon a lot, the owner of such lot must have substantially completed the landscaping of such lot. Landscaping shall include but shall not be limited to the planting of lawn, grass, or other appropriate ground cover, appropriate shrubbery, and planting of at least one (1) tree in the front yard or an appropriate desert motif. The planting of trees and shrubs is encouraged and recommended.

Section 8. Slope and Drainage Control. No structure, planting, or other material shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 9. Excavations. Except for excavations for the foundation, basement, or pool, no excavations or removal of dirt are permitted on any lot below the present grade of such lot.

II.

USE RESTRICTIONS

Section 1. Construction, Business, and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for the Declarants, and their agents or assigns, to maintain such facilities and conduct such activities as in the sole opinion of the Declarants may be reasonably required, convenient, or incidental to the construction and sale of lots during the period of construction and sale of said lots and upon such portion of the premises as the Declarants deem necessary, including but not limited to a sales office, storage areas, construction yard, signs, and model homes.

Section 2. Lot Size. Lot sizes as described on the plat are considered minimum lot sizes, and no person shall further subdivide any lot other than as shown on the plat. Lots may be combined in use by a single owner of adjacent lots.

Section 3. General Use Restrictions. All of the property which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith. All buildings or structures erected on the property shall be of new construction, and no buildings or structures shall be removed from other locations to the property. After the initial construction on a lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that lot. No building or structure of a temporary character, trailer, tent, camper, shack, barn, or other outbuilding shall be placed or used on any lot at any time.

Section 4. Signs, Commercial Activity. Except for one "for rent" or "for sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any lot or any portion of the property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the property. The foregoing restrictions shall not apply to the commercial activities, signs, and billboards, if any, of the Declarants or their agents during the construction and sales period.

Section 5. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners.

Section 6. Parking. No storage of a motor vehicle which is inoperable shall be allowed within property.

Section 7. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the property. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the property.

Section 9. Weed Control. Each owner shall, to the extent reasonably feasible, control the growth and proliferation of weeds and other flammable materials on the owner's lot so as to minimize fire and other hazards to surrounding lots, dwellings, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of weeds.

Section 10. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, part, or portion of the property.

III.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarants, so long as the Declarants hold title to any lot, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions imposed by the provisions of this Declaration, 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. In the event action, with or without suit, is undertaken to enforce any provisions hereof, the party against whom successful enforcement is sought shall pay to the enforcing owner or the Declarants a reasonable attorney's fee.

Section 2. Severability. All of said conditions, covenants, and restrictions contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or restrictions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarants and owners, and their successors, heirs, and assigns, shall be bound by each section, paragraph, sentence, clause, and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other section, paragraph, sentence, clause, or phrase.

Section 3. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarants, or the owner of any lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years, for a total of fifty (50) years.

Section 4. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of all owners. To become effective, any amendment must be properly recorded in the records of Washington County, Utah. Notwithstanding the foregoing, the Declarants reserve the right, for

so long as they shall hold title to any lot, to unilaterally amend the Declaration to comply with city, state, or other laws, or regulations or requirements of holders, insurers, or guarantors of first mortgages, subject to compliance with applicable guidelines of the Federal Housing Administration or Veterans Administration.

Section 5. 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 United States mail, postage prepaid, to the last known address of the person who is entitled to receive it.

Section 6. Gender and Grammar. The singular, wherever 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 7. Waivers. No provision contained in this 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 8. 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.

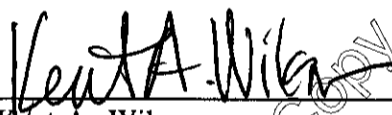
ASSIGNMENT OF POWERS

Any and all rights and powers of the Declarants herein contained may be delegated, transferred, or assigned.

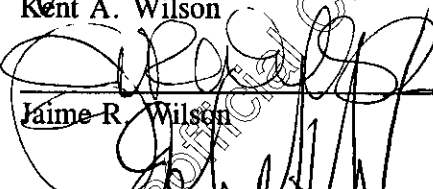
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 30TH day of April, 1999.

DATED this 30TH day of April, 1999.

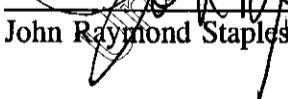
DECLARANTS:



 Kent A. Wilson



 Jaime R. Wilson



 John Raymond Staples

(additional signatures and notary on page 6)

Lorena Jo Staples
Lorena Jo Staples

Joel R. Sanders
Joel R. Sanders

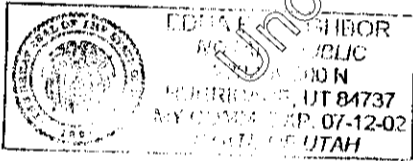
David L. Sanders
David L. Sanders

E. M. Staples
E. M. Staples

Luann S. Staples
Luann S. Staples

STATE OF UTAH)
) : ss
COUNTY OF WASHINGTON)

On the 30th day of April, 1999, personally appeared before me Kent A. Wilson, Jaime R. Wilson, John Raymond Staples, Lorena Jo Staples, Joel R. Sanders, David L. Sanders, E. M. Staples, and Luann S. Staples, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Edna Neighbor
Edna Neighbor, Notary Public
Residing at: Summit, UT

My Commission Expires:
7-12-02