

00858502 Bk 1606 Pg 1427
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2003 DEC 31 12:47 PM FEE \$18.00 BY RS
FOR: FIRST TITLE OF UTAH

RESTRICTIVE COVENANTS AND DECLARATION OF
USE RESTRICTIONS FOR
MAJESTIC VIEW SUBDIVISION
PHASE II, PLAT C

KNOW ALL MEN BY THESE PRESENTS: KLC PROPERTIES, LC, a Utah Limited Liability Company, Owners of the following described real property located in Washington County, State of Utah, herein after referred to as MAJESTIC VIEW PHASE II, PLAT C, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, certain covenants and building and use restrictions must be established and observed to insure harmonious relationships, protect property values, eliminate hazardous conditions and preserve the natural beauty of the area, wherever persons reside in the close proximity to one another.

NOW THEREFORE, KLC PROPERTIES LC, as Owners and Developers of the above described property, hereby declare that all of the property described above is held and shall be held conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to in the covenants, all of which are declared and agreed to be in the furtherance of the plan for the subdivision, improvement and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described real property and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors and assigns shall constitute their covenants and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, which shall run with the land, as follows to-wit:

1. **USE OF LAND:** No lot shall be used except for single family residential purposes, and no lot shall contain more than one habitable structure. No building shall be erected, altered, place or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than four (4) vehicles. 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 Washington City. All structures shall be constructed in accordance with the prevailing zoning and building ordinances of Washington City.
2. **BUILDING LOCATION:** No dwelling shall be located on any lot closer at any point than thirty (30) feet from the front property line as measured from the base of the foundation of each dwelling to the front property line. No dwelling shall be located closer than ten (10) feet to any rear property line. Corner lots shall meet the front yard-setback requirements on the street sides of the property. For purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building for purposes of determining such distances; however, this paragraph shall not be construed to permit any portion of any building on the lot to encroach upon another lot. Garages and/or carports or other permitted accessory buildings may be located seven (7) feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.
3. **DRIVEWAYS:** Driveways shall be constructed out of cement or other approved hard materials. Driveways consisting of cinder, sand, gravel, or dirt shall not be permitted on any lot.
4. **EASEMENTS:** Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. 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 authority or utility company is responsible.

5. **TEMPORARY AND OTHER STRUCTURES:** No structure of a temporary nature: trailer, bus, basement, house, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall any structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

6. **SITE REVIEW:** Prior to the commencement of construction of any dwelling, garage, storage building, fence, wall, pool, or improvements on any lot of this subdivision, plot plans and/or construction drawings shall be submitted and approved by the Architectural Control Committee. Approval shall also be required by the City of Washington.

7. **LANDSCAPING:** All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compliant with other homes in the subdivision. All residents will submit all landscaping plans to the Architectural Committee for approval. After which they will have a total of six months to implement this plan. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the visibility or movement of vehicles along streets. No trees or shrubs shall be planted within ten (10) feet of any street corner. Undeveloped lots shall be kept free of all tall weeds by the owner of said lot. Should excessive growth occur, the owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time another owner, or the developer may order such correction effected, the expense of which shall be charged to the owner of the undeveloped lot or lots.

8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, waste, refuse or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such material shall be kept in clean and sanitary condition.

9. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one (1) square foot in size; (b) one sign advertising the property for sale or rent of not more than five (5) square feet in size; or (c) signs used by the builder or developer to advertise the property during the construction and sales period.

10. **WALLS AND FENCES:** All walls constructed between lots must be of comparable quality appearance and construction to the existing wall between the canal and the development known as Majestic View. All walls and fences, block or cement used in walls must color coordinate with house. Further, any wall or fences erected must be approved in advance by the Architectural Control Committee as provided in paragraphs 6 and 11 herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

11. **ARCHITECTURAL CONTROLS:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and finish with existing structures, and as to location with respect to the topography and finish grade elevation.

No single family unit shall have less than one thousand six hundred (1,600) square feet in size or a total square footage of less than 2,600 square feet on multiple levels, with at least 1,600 square feet in the main floor exclusive of garage space. At least a two car garage shall be required and can be either attached or unattached to each dwelling. Sufficient driveway parking of not less than two vehicles per lot must be provided.

Roofing materials must be tile. Built up roofs are acceptable with the approval of the Architectural Control Committee. No asbestos shingles will be allowed. Metal siding, stucco, vinyl, and brick sidings are acceptable for exterior walls and wall coverings however at least one half of metal or vinyl sided homes must be decorated with brick or masonry work.

12. **INOPERABLE MOTOR VEHICLES, TRAILERS, MOTOR HOMES:** Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the developer or other lot owners residing on said street or road may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach to the lot as a valid lien in favor of the persons, entities or parties causing such removal. For the purposes of this section "Inoperable Motor Vehicles" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks.

Trailers, boats and Motor Homes are not allowed to be stored upon any street or road areas within this subdivision, or on the area in front of a home.

13. **RESUBDIVISION OF LOTS:** No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units.

14. **DAMAGES:** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalk and such, by the purchaser or owner and/or their agents of any lot must be repaired as soon as possible after such damage is discovered, and all the expense of such repair shall be borne by the purchaser or owner.

15. **LIVESTOCK-POULTRY AGRICULTURE:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Dogs, cats, and other household pets shall not be allowed to roam unattended throughout the development.

16. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or, increase insurance premiums of adjoining owners.

17. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or, mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

18. **VIOLATION CONSTITUTES NUISANCE:** Every act of omission, whereby any restrictions, conditions or covenants as set forth in this declaration, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the developer, or affected property owners, and such remedy shall be deemed to be cumulative and not exclusive.

19. **DURATION:** All of the covenants, conditions and restrictions set forth in this declaration shall take effect upon the recording of same, and shall continue and remain in full force and effect at all times against said property and the owners thereof or any subsequent owners thereof, for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty (20) year period, said requirements may be altered or changed or modified by a written agreement of not less than three-fourths (3/4) of the lot owners of said subdivision. Such changes shall not include easements or other area dedicated to public use.

20. **RIGHTS TO ENFORCE:** The provisions contained in this declaration shall be enforceable by the land developer and its assigns, or by the owner or owners of any lot or portion of property in the subdivision, or by their legal representatives. Failure to enforce any of the restrictions included in this declaration shall in no manner prevent enforcement of any or all of the restrictions contained herein. The declaration of any restriction to be invalid by court proceeding shall not invalidate any other restrictions, unless specifically stated by said court. In the event any covenant, conditions or restrictions included herein is inconsistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of Washington, owners shall be subject to the enforcement of the more restrictive provision. Any owner in violation of these covenants shall pay all costs of enforcement, including attorneys fees and costs.

21. **ARCHITECTURAL COMMITTEE:** The Architectural Committee which is vested with the powers described herein shall consist of three persons. Prior to the commencement of any excavations, construction or remodeling or adding to any structure therefore completed, there shall first be filed with the Architectural Committee two (2) complete sets of building plans and specifications therefore, together with a plot plan indicating the exact part of the building site the improvements will cover. Work shall not commence unless the Architectural Committee shall endorse said plans as being in compliance with these covenants and or otherwise approved by the committee. The second set of plans shall be filed as a permanent record with the Architectural Committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after submission, then said approval shall not be required. When all lots in said tract have been sold by the Grantor/Developer, the Architectural Committee shall be appointed by a majority of owners of lots in the property herein described. The Grantor/Developer shall have the exclusive right to appoint the Architectural Control Committee.

22. ASSIGNMENT OF POWER: Any and all rights and powers of the Grantor/Developer herein contained may be delegated, transferred or assigned. Wherever the term Grantor/Developer is used herein, it includes assigns or successor in interest of the Grantor.

Declaration of Protective Covenants, Conditions and Restrictions of Majestic View II Plat C Subdivision, Washington City, Utah. Submitted by KLC PROPERTIES, L.C., A Limited Liability Company.

KLC PROPERTIES, LC


A. KENT COTTAM, MANAGING MEMBER


LAURA COTTAM, MANAGING MEMBER

STATE OF UTAH

COUNTY OF WASHINGTON

On the 17th day of SEPTEMBER, 2003, personally appeared before me A. KENT COTTAM AND LAURA COTTAM, BOTH AS MANAGING MEMBERS OF KLC PROPERTIES, LC, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same, for an in behalf of said LC.

My Commission Expires: 2-12-06
Residing at: ST. GEORGE, UTAH



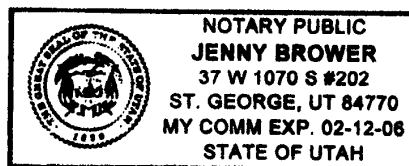


EXHIBIT A

BEGINNING at a point which is South 89°28'54" East, along the center of section line 2336.634 feet from the West Quarter Corner of Section 36, Township 42 South, Range 15 West, Salt Lake Base and Meridian; and running thence South 89°28'54" East, along the center of section line 333.81 feet; thence South 00°43'59" West, 663.55 feet; thence North 89°27'04" West, 364.76 feet; to Majestic View Phase II, Plat "A" thence along said boundary North 00°31'13" East, 273.59 feet; to a point on a non-tangent 15.00 feet radius curve to the right, having a radial bearing South 03°23'40" East, through a central angle of 47°55'12", an arc length of 12.55 feet, a (chord bears South 69°26'04" East, 12.18 feet); thence, North 44°31'32" East, 60.00 feet to a point on a 270.00 feet non-tangent radius curve to the right, having a radial bearing North 44°31'32" East, through a central angle of 6°39'29", an arc length of 31.37 feet (chord bears North 42°08'43" West, 31.36 feet); thence North 38°48'59" West, 213.96 feet; to Majestic View Phase II, plat "B" thence along said boundary North 40°43'55" East, 212.45 feet to the point of beginning.