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July 29, 1965

REVISER  
DECLARATION OF RESTRICTIONS

For

Zion View Mountain Estates – Unit A

Lots No. 1 through No. 7  
Lots No. 68, No. 70, No. 72,  
No. 84, No. 88, No. 99  
Lots No. 190 through No. 209

In Section 2, T 39 S, R 8 W, SLB&M

Kane County Utah

KNOW ALL MEN BY THESE PRESENT:

THAT SECURITY TITLE COMPANY, a Utah Corporation, as Trustee for Tri-State Development Corporation, an Arizona corporation, duly qualified to do business in the State of Utah, being the owner of Lots 1 through Lot 7, Lots No. 68, 70, 72, 85, 88, and 99 and Lots No. 190 through Lots No. 209, Zion View Mountain Estates Unit A, a Subdivision in Section 2, Township 39 South, Range 8 West, Salt Lake Base and Meridian, Kane County, Utah, a plat of which was duly recorded in the Office of the Kane County Recorder on 6/14/63m at 2 PM, as Entry No. 10,562, Book S. Page Z, and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said property hereinbefore described subject to the following express covenants, stipulations and restrictions, to wit:

1. All covenants and restriction herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restriction shall automatically be extended fro successive period of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any one Lot, except for a garage and the normal utility buildings appurtenant to a dwelling.
3. An easement is declared over and through each Lot for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water, sewer, gas, pipelines, electric distribution, pole lines and circuits as may from time to time become necessary to serve water, sewer, gas and electric installations located within the boundaries of the Lots hereinbefore described.
4. Until such a time as a sanitary sewer system shall have been constructed serve these Lots, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tans shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.
5. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said Lots. No mobile trailer shall be permitted to remain upon any Lot for more than seven (7) months of each year.
6. All garbage, food waste, rubbish, trash, ashes or any other waste material shall be disposed on in accordance with the requirements of the State Health Department.
7. No commercial, business or enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only.

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- 8. All structures shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each Lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible to the natural state.
- 9. Each residence constructed on said premises shall be built from new material and shall contain no less than 400 square feet of living area exclusive of carports, porches, storage areas, etc. All such carports porches, storage, etc., shall be attached to said residences.
- 10. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchaser of any Lot located within the boundaries of the Subdivision.
- 11. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until twenty-five years from the date hereof, subject to automatic extension as provided in Paragraph One (1) hereof.

SECURITY TITLE COMPANY

BY L. R. WRIGHT

BY N. GAYLE NIELSON

STATE OF UTAH,                     )  
  ) as  
COUNTY OF SALT LAKE        )

On the 29<sup>th</sup> day of July, A.D., 1965, personally appeared before me L. R. Wright and N. Gayle Nielson who being by me duly sworn did say, each for himself, that she, the said L. R. Wright is the Vice-President and he, the said N. Gayle Nielson, is the Vice-President of SECURITY TITLE COMPANY 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 L. R. Wright and N. Gayle Nielson each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public  
Residing at Salt Lake City, Utah

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August 30, 1965

DECLARATIONS OF RESTRICTIONS

FOR

ZION VIEW MOUNTAIN ESTATES UNIT B

Lot No. 2 through Lot No. 25

Lot No. 27 through No. 57

In Section 2, T 39, S, R 8 W, SLB & M

KANE COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

THAT SECURITY TITLE COMPANY, a Utah Corporation, as Trustee for Tri-State Development Corporation, an Arizona corporation, duly qualified to do business in the State of Utah, being the owner of Lots 1 through Lots 2 through 25, and Lots No. 27 through 57, Zion View Mountain Estates Unit B, a Subdivision in Section 2, Township 39 South, Range 8 West, Salt Lake Base and Meridian, Kane County, Utah, a plat of which was duly recorded in the Office of the Kane County Recorder on September 2, 1965 at 9:00 AM, as Entry No. 12,867, and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said property hereinbefore described subject to the following express covenants, stipulations and restrictions, to wit:

1. All covenants and restriction herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restriction shall automatically be extended for successive period of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house; said Lots being restricted to one structure being as follows: Lots No. 6, 7, 8, 9, 10, 11, 19, 20, 21, 32, 33, 36, 41, 42, 46, 47, 49, 50, 54, 55, and 56.
3. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house; said Lots being restricted to two structures being as follows: Lots No. 12, 16, 18, 22, 23, 24, 25, 28, 29, 30, 31, 34, 37, 38, 39, 40, 43, 44, 48, 51, 52, 53, and 57
4. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house; said Lots being restricted to three structures being as follows: Lots No. 2, 3, 4, 13, 14, 15, 17, 35.
5. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house; said Lots being restricted to four structures being as follows: Lots No. 5, and 27.
6. An easement is declared over and through each Lot for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water, sewer, gas, pipelines, electric distribution, pole lines and circuits as may from time to time become necessary to serve water, sewer, gas and electric installations located within the boundaries of the Lots hereinbefore described.
7. Until such a time as a sanitary sewer system shall have been constructed serve these Lots, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.

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8. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said Lots. No mobile trailer shall be permitted to remain upon any Lot for more than seven (7) months of each year.
9. All garbage, food waste, rubbish, trash, ashes or any other waste material shall be disposed on in accordance with the requirements of the State Health Department.
10. No commercial, business or enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only.
11. All structures shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each Lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible to the natural state.
12. Each residence constructed on said premises shall be built from new material and shall contain no less than 400 square feet of living area exclusive of carports, porches, storage areas, etc. All such carports porches, storage, etc., shall be attached to said residences.
13. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchaser of any Lot located within the boundaries of the Subdivision.
14. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until twenty-five years from the date hereof, subject to automatic extension as provided in Paragraph One (1) hereof.

SECURITY TITLE COMPANY, TRUSTEE

For signatures see original document

STATE OF UTAH,                             )  
   ) as  
COUNTY OF SALT LAKE             )

On the 31st day of August, A.D., 1965, personally appeared before me M. D. EGGERTSEN and H. D. HENAGER who being by me duly sworn did say, each for himself that he the said M. D. EGGERTSEN is the President and he, the said H. D. HENAGER is the Secretary-Treasurer of SECURITY TITLE COMPANY 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 M. D. EGGERTSEN and H. D. HENAGER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:  
12/21/67

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DECLARATIONS OF RESTRICTIONS

FOR

ZION VIEW MOUNTAIN ESTATES UNIT C

The E 1/2 of the NE 1/4

In Section 2, T 39, S, R 8 W, SLB & M

KANE COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That Strawberry Point Mountain Estates Inc., a Utah Corporation, as Trustee for Tri-State Development Corporation, an Arizona corporation, duly qualified to do business in the State of Utah, the legal and equitable owner of Zion View Mountain Estates Unit C, as shown by the plat thereof duly recorded in the records of Kane County, Utah, does hereby acknowledge, declare, and adopt the following restrictions:

1. All covenants and restriction herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restriction shall automatically be extended for successive period of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house except for lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 64, and 65 upon which not more than two dwelling units with garage and related utilities building shall be permitted because of lot size.
3. Lot sizes, as prescribed by the subdivision plat for said subdivision, are considered minimum lot sizes and no person shall sell, lease or otherwise dispose of said lot in parcels smaller than the original lot as shown on the recorded plat of said subdivision.
4. No old, used, nor existing building nor structure of any kind and no part of an old, used, nor existing building nor structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new materials.
5. Easements are reserved along and within 10 feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement in wires or cables carried by such pole lines pass over some portion of said lots, other than within the ten (10) foot wide easement strips as long as such lines do not hinder the construction of building on any lots in the subdivision.
6. No residential structure, garage, storage shed nor building of any type shall be located nearer to the front lot line than fifteen (15) feet, or nearer to the side street lines than ten (10) feet, or nearer to the lot line or rear lot line than ten (10) feet.
7. Neither animals nor birds, other than household pets, shall be kept on any lot.
8. No noxious nor offensive trade nor activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or other lot owners.

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9. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said Lots. No mobile trailer nor trailer intended as a permanent structure shall be permitted to remain upon any lot in the subdivision for a period exceeding seven (7) months in a calendar year without the written consent of the subdivider or its successors in interest. When permits are granted, the lot owner shall maintain said trailer in as neat, orderly, livable condition as other permanent dwellings located on said subdivision.
10. No commercial business nor enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only, unless otherwise marked on the plat map as a commercial lot.
11. All garbage, food waste, rubbish, trash, ashes or any other waste material shall be disposed on in accordance with the requirements of the State Health Department.
12. If a sewage disposal system is constructed in accordance with the requirements of the Utah State Department of Health to serve each dwelling located within said subdivision, all expenses of maintaining and installing such system shall be the responsibility of the buyer or buyers. The effluence from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.
13. All structures shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each Lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible to the natural state.
14. Each residence constructed on said premises shall contain no less than Four Hundred (400) square feet of living area exclusive of carports, porches, storage areas, etc.
15. No shooting of firearms nor bow and arrows within the boundaries of subdivision except on approved ranges, if any when constructed and so designated by the Sellers.
16. If the owners of any lot in said subdivision or any other person, shall violated any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either or prevent him or them from doing, or to recover damages or other dues for such violation. If said violation be of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any lot in the subdivisions. It is further agreed that all covenants and restriction set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by an acquiescence in violation or other act or failure to act by any lot owner or other person, except, asset out in paragraphs No. 1 and 18 herein.
17. No sign or other advertising device or any character shall be erected or maintained upon any part of said property, excepts that:
  - a. On any one lot, parcel or building site one (1) sign, not larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale may be erected and maintained behind the setback area of any lot, and
  - b. The Subdivider may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their operations for the development improvement, subdivision and sale of said property.
18. Variance from these restriction may be considered and approved by the architectural committee where the person making application can show that a strict application of the restrictions would result in peculiar and exceptional difficulties or undue hardship on the property because of the exceptional narrowness, shallowness or shape of his property at the time of the enactment of these restrictions or because of exceptional topographic conditions or other conditions peculiar to the lot. The architectural committee shall be appointed by the subdivider.

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- 19. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchase or any lot located within the boundaries of the subdivision.
- 20. Invalidations of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no way affect any of the other provisions thereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided for in Paragraph No. 1 hereof.

Dated this 17<sup>th</sup> day of February, 1969.

STRAWBERRY POINT MOUNTAIN ESTATES, INC.

By Milton R. Farney, Secretary

STATE OF UTAH            )  
                                   ) AS  
 COUNTY OF IRON        )

I, Floyd D. Pickering, a Notary Public, hereby certify that on the 17<sup>th</sup> day of February, 1969, personally appeared before me Milton R. Farney, who being first duly sworn, declared that he is the person who signed the foregoing document as Secretary of Strawberry Point Mountain Estate, Inc., and that the statement therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 17<sup>th</sup> day of February, 1969.

Floyd D. Pickering

My commission Expires:

February 1971

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DECLARATIONS OF RESTRICTIONS

FOR

ZION VIEW MOUNTAIN ESTATES UNIT D

In Section 2, T 39S, R 8 W, SLB & M

KANE COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That Strawberry Point Mountain Estates Inc., a Utah Corporation, as Trustee for Tri-State Development Corporation, an Arizona corporation, duly qualified to do business in the State of Utah, the legal and equitable owner of Zion View Mountain Estates Unit D, as shown by the plat thereof duly recorded in the records of Kane County, Utah, does hereby acknowledge, declare, and adopt the following restrictions:

1. All covenants and restriction herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restriction shall automatically be extended for successive period of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house except for a garage and the normal utilities building appurtenant to a dwelling house.
3. Lot sizes, as prescribed by the subdivision plat for said subdivision, are considered minimum lot sizes and no person shall sell, lease or otherwise dispose of said lot in parcels smaller than the original lot as shown on the recorded plat of said subdivision.
4. No old, used, nor existing building nor structure of any kind and no part of an old, used, nor existing building nor structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new materials.
5. Easements are reserved along and within 10 feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement in wires or cables carried by such pole lines pass over some portion of said lots, other than within the ten (10) foot wide easement strips as long as such lines do not hinder the construction of building on any lots in the subdivision.
6. No residential structure, garage, storage shed nor building of any type shall be located nearer to the front lot line than fifteen (15) feet, or nearer to the side street lines than ten (10) feet, or nearer to the lot line or rear lot line than ten (10) feet.
7. Neither animals nor birds, other than household pets, shall be kept on any lot.
8. No noxious nor offensive trade nor activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or other lot owners.
9. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said Lots. No mobile trailer nor trailer intended as a permanent structure shall be permitted to remain upon any lot in the subdivision for a period exceeding seven (7) months in a calendar year without the written consent of the subdivider



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or its successors in interest. When permits are granted, the lot owner shall maintain said trailer in as neat, orderly, livable condition as other permanent dwellings located on said subdivision.

10. No commercial business nor enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only, unless otherwise marked on the plat map as a commercial lot.
11. All garbage, food waste, rubbish, trash, ashes or any other waste material shall be disposed on in accordance with the requirements of the State Health Department.
12. If a sewage disposal system is constructed in accordance with the requirements of the Utah State Department of Health to serve each dwelling located within said subdivision, all expenses of maintaining and installing such system shall be the responsibility of the buyer or buyers. The effluence from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.
13. All structures shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each Lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible to the natural state.
14. Each residence constructed on said premises shall contain no less than Four Hundred (400) square feet of living area exclusive of carports, porches, storage areas, etc.
15. No shooting of firearms nor bow and arrows within the boundaries of subdivision except on approved ranges, if any when constructed and so designated by the Sellers.
16. If the owners of any lot in said subdivision or any other person, shall violated any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either or prevent him or them from doing, or to recover damages or other dues for such violation. If said violation be of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any lot in the subdivisions. It is further agreed that all covenants and restriction set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by an acquiescence in violation or other act or failure to act by any lot owner or other person, except, as set out in paragraphs No. 1 and 18 herein.
17. No sign or other advertising device or any character shall be erected or maintained upon any part of said property, excepts that:
  - a. On any one lot, parcel or building site one (1) sign, not larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale may be erected and maintained behind the setback area of any lot, and
  - b. The Subdivider may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their operations for the development improvement, subdivision and sale of said property.
18. Variance from these restriction may be considered and approved by the architectural committee where the person making application can show that a strict application of the restrictions would result in peculiar and exceptional difficulties or undue hardship on the property because of the exceptional narrowness, shallowness or shape of his property at the time of the enactment of these restrictions or because of exceptional topographic conditions or other conditions peculiar to the lot. The architectural committee shall be appointed by the subdivider.
19. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchase or any lot located within the boundaries of the subdivision.

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- 20. Invalidations of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no way affect any of the other provisions thereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided for in Paragraph No. 1 hereof.

Dated this 20<sup>th</sup> day of June, 1972.

STRAWBERRY POINT MOUNTAIN ESTATES, INC.

By Milton R. Farney, Secretary

STATE OF UTAH        )  
                                  )  
COUNTY OF IRON    )

I, Floyd D. Pickering, a Notary Public, hereby certify that on the 20<sup>th</sup> day of June, 1972, personally appeared before me Milton R. Farney, who being first duly sworn, declared that he is the person who signed the foregoing document as Secretary of Strawberry Point Mountain Estate, Inc., and that the statement therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 20<sup>th</sup> day of June, 1972.

Floyd D. Pickering

My commission Expires:

February 1975

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DECLARATIONS OF RESTRICTIONS

FOR

ZION VIEW MOUNTAIN ESTATES UNIT E

In Section 2, T 39S, R 8 W, SLB & M

KANE COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That Strawberry Point Mountain Estates Inc., a Utah Corporation, as Trustee for Tri-State Development Corporation, an Arizona corporation, duly qualified to do business in the State of Utah, the legal and equitable owner of Zion View Mountain Estates Unit E, as shown by the plat thereof duly recorded in the records of Kane County, Utah, does hereby acknowledge, declare, and adopt the following restrictions:

1. All covenants and restriction herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restriction shall automatically be extended for successive period of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any of the following numbered lots, except for a garage and the normal utility buildings appurtenant to a dwelling house except for a garage and the normal utilities building appurtenant to a dwelling house.
3. Lot sizes, as prescribed by the subdivision plat for said subdivision, are considered minimum lot sizes and no person shall sell, lease or otherwise dispose of said lot in parcels smaller than the original lot as shown on the recorded plat of said subdivision.
4. No old, used, nor existing building nor structure of any kind and no part of an old, used, nor existing building nor structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new materials.
5. Easements are reserved along and within 10 feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement in wires or cables carried by such pole lines pass over some portion of said lots, other than within the ten (10) foot wide easement strips as long as such lines do not hinder the construction of building on any lots in the subdivision.
6. No residential structure, garage, storage shed nor building of any type shall be located nearer to the front lot line than fifteen (15) feet, or nearer to the side street lines than ten (10) feet, or nearer to the lot line or rear lot line than ten (10) feet.
7. Neither animals nor birds, other than household pets, shall be kept on any lot.
8. No noxious nor offensive trade nor activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or other lot owners.
9. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said Lots. No mobile trailer nor trailer intended as a permanent structure shall be permitted to remain upon any lot in the subdivision for a period exceeding seven (7) months in a calendar year without the written consent of the subdivider

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or its successors in interest. When permits are granted, the lot owner shall maintain said trailer in as neat, orderly, livable condition as other permanent dwellings located on said subdivision.

10. No commercial business nor enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only, unless otherwise marked on the plat map as a commercial lot.
11. All garbage, food waste, rubbish, trash, ashes or any other waste material shall be disposed on in accordance with the requirements of the State Health Department.
12. If a sewage disposal system is constructed in accordance with the requirements of the Utah State Department of Health to serve each dwelling located within said subdivision, all expenses of maintaining and installing such system shall be the responsibility of the buyer or buyers. The effluence from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.
13. All structures shall be constructed in such a manner as to protect the natural growth and setting insofar as possible, and the natural growth and other conditions of each Lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible to the natural state.
14. Each residence constructed on said premises shall contain no less than Five Hundred (500) square feet of living area exclusive of carports, porches, storage areas, etc.
15. No shooting of firearms nor bow and arrows within the boundaries of subdivision except on approved ranges, if any when constructed and so designated by the Sellers.
16. If the owners of any lot in said subdivision or any other person, shall violated any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either or prevent him or them from doing, or to recover damages or other dues for such violation. If said violation be of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any lot in the subdivisions. It is further agreed that all covenants and restriction set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by an acquiescence in violation or other act or failure to act by any lot owner or other person, except, as set out in paragraphs No. 1 and 18 herein.
17. No sign or other advertising device or any character shall be erected or maintained upon any part of said property, excepts that:
  - a. On any one lot, parcel or building site one (1) sign, not larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale may be erected and maintained behind the setback area of any lot, and
  - b. The Subdivider may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their operations for the development improvement, subdivision and sale of said property.
18. Variance from these restriction may be considered and approved by the architectural committee where the person making application can show that a strict application of the restrictions would result in peculiar and exceptional difficulties or undue hardship on the property because of the exceptional narrowness, shallowness or shape of his property at the time of the enactment of these restrictions or because of exceptional topographic conditions or other conditions peculiar to the lot. The architectural committee shall be appointed by the subdivider.
19. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchase or any lot located within the boundaries of the subdivision.

This is a manually typed version of the legal document, please refer to legal document obtained from Kane County Recorder's Office for official, authentic, legal version for authenticity. The typist has endeavored to transcribe this document accurately and takes no responsibility for authenticity.

20. Invalidations of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no way affect any of the other provisions thereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided for in Paragraph No. 1 hereof.

The officers who sign this deed hereby certify that this declaration of restrictions was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In Witness whereof the grantor has caused its corporate name to be affixed by its duly authorized officer this 14<sup>th</sup> day of April 1978.

STRAWBERRY POINT MOUNTAIN ESTATES, INC.

By Milton R. Farney, Secretary

STATE OF UTAH            )  
COUNTY OF IRON        )

On the 14<sup>th</sup> day of April 1978 personally appeared before me Milton R. Farney, who being by me duly sworn did say for himself that he is the secretary of Strawberry Point Mt. Estates Inc. and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said corporation executed the same.

Notary Public, Orderville Utah  
My commission Expires June 19, 1979