

DECLARATION OF RESTRICTIONS

for

ZION VIEW MOUNTAIN ESTATES UNIT D

In Section 2, T39S, R8W, SLB&M

Kane County, Utah

KNOW ALL MEN BY THESE PRESENTS;

That STRAWBERRY POINT MOUNTAIN ESTATES, INC., a Utah 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 restrictions 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 (25) years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless it is agreed by a vote of the majority of the then owners of said lots to change said covenants in whole or in part.
2. No more than one dwelling nor 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 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, telephones, 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 if 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 this subdivision.

DEPUTY BOOK 059 PAGE 12  
 KANE COUNTY RECORDER  
 Wm. Webster Abbie  
 DATE 6-26-72 AT 9 A.M.  
 RECORDED AT REQUEST OF  
 20845  
 FEE \$ 1.50

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 fifteen (15) feet, or nearer to the lot line or rear lot line than ten (10) feet.

7. No 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 trailers 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 materials shall be disposed of in accordance with the requirements of the Utah 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 or 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 in 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 and when constructed and so designated by the Sellers.

16. If the owners of any lot in said subdivision or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated 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 to

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 subdivision. It is further agreed that all covenants and restrictions set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by any 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 No. 18 herein.

17. No sign or other advertising device of any character shall be erected or maintained upon any part of said property, except 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. Variances from these restrictions 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 inactment 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 of any lot located within the boundaries of the subdivision.

20. Invalidation 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 extensions as provided for in paragraph No. 1 hereof.

Dated this 20th day of June, 1972.

STRAWBERRY POINT MOUNTAIN ESTATES, INC.

By Milton R. Farner Secretary

STATE OF UTAH )  
County of Iron )

on the 20th day of JUNE, 1972, I, Floyd D. Pickering, a Notary Public, hereby certify that personally appeared before me

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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 Estates, Inc., and that the statements therein contained are true.

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



*Floyd Pickering*  
Notary Public

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