

**BERRYVILLE HILLS SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, the undersigned (hereafter "Developer") is the owner of certain real property located in Glendale, Kane County, State of Utah, identified as Berryville Hills, such property being more particularly described in Addendum A attached hereto and made a part hereof (hereafter "Property"); and

Whereas, Developer has subdivided the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration").

NOW THEREFORE, Developer hereby declares that all of the Property described in Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

**1. Land Use and Building Type:** None of the Property or lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five feet (35') in height, and one additional building (studio), which may be used as a studio, garage, guest house or additional storage area. Every dwelling shall have, as a minimum, a fully enclosed one-car garage. All buildings and structures constructed or maintained on any lot must be of new materials, compatible with one another, and of a Southwest design approved by the Berryville Hills Subdivision Architectural Control Committee ("ACC") prior to construction. In no event shall the total finished living area of any residence constructed on any lot within the Subdivision, exclusive of porches, balconies, patios and garages, be less than twelve hundred (1,200) square feet. The minimum total finished square footage of living area on the first level above ground of any multilevel structure within the Subdivision shall not be less than one thousand (1,000) square feet. Living area shall be defined as that area containing lighting fixtures, permanent floor coverings, and painted, paper or vinyl-covered walls and ceilings. All residences shall have a hard surfaced driveway of not more than sixteen feet (16') and not less than twelve feet (12') in width, connecting the parking with a street in such a way as to allow safe ingress and egress. The driveway shall be constructed so as to minimize the scarring of terrain and the removal or disturbance of boulders, trees, vegetation or other natural beauty. Photo-electric cells shall be installed to control exterior lighting on each side of the door of the garage on homes having attached garages or on each side of the main entrance to any home having a detached garage. A minimum of two lights per home is required. On lots 8 through 32

and 35 through 37, inclusive, certain hillside conditions apply. The use of and construction on such lots shall comply with the Town of Glendale Hillside Ordinance. Additionally, any residence or other building constructed on such lots must be constructed within the designated buildable area shown on the recorded subdivision plat and all efforts must be made to minimize the disturbance to or removal of boulders, trees and vegetation. Where such lots are less than one acre in size, the maximum disturbance allowed on the lot is a cumulative 6,000 square feet. Where such lots are one acre or more in size, the maximum disturbance allowed on the lot is a cumulative 10,000 square feet. No construction shall be allowed on portions of any lot where the grade exceeds 39%.

**2. Care and Maintenance of Lot:** The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

**3. Nuisances:** No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used for any illegal purpose.

**4. Prohibited Structures:** No basement home, mobile home, modular home or pre-manufactured home shall be placed, located or constructed on any lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, modular home, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No lumber, material or building materials shall be kept, stored or allowed to accumulate on any lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.

**5. Signs:** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than two (2) square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction. Any sign used for advertising the lot or home thereon for sale or rent, or for identifying the home during construction, shall be of the style, size, color and design, and shall strictly conform in all respects with the sign depicted on Addendum B attached hereto and made a part hereof. Any sign used for addressing of the lot or home shall be of the style, size, color and design as approved by the ACC. Except as specifically provided in this paragraph 5, no signs, including but not limited to banners, flags or streamers of any nature, shall be allowed on any lot.

**6. Animals, Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot [other than on lots 4, 5, 6 and 7 on which the owner must follow the Glendale Town Zoning Ordinances], except that dogs, cats or other household pets, not exceeding two (2) of each, may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise or odors that, in the opinion of the Committee, constitutes a nuisance.

**7. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary

containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners.

**8. Landscaping:** Landscaping consistent with the natural vegetation in the area is encouraged. Xeriscape landscaping is required on lots 8 through 32 and 35 through 37, inclusive. On such lots, sprinkler systems are discouraged within the subdivision as is the planting of lawn or grass. Shrubs and trees may be planted and watered with a drip or bubbler system. Walls constructed to contain landscaping must be built of material compatible with the material used in the construction of the home and other structures and shall be limited to five feet (5') in height. Swimming pools shall be constructed and maintained in accordance with state and local laws and regulations, including height of fencing. Landscaping plans shall be submitted for approval to the ACC as part of the approval for construction of dwellings or other structures on any lot. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said lots. Should excessive growth occur on any lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the lot or lots.

**9. Paving:** All driveways, walkways, parking areas and other areas of similar nature shall be of a hard surface in accordance with Committee approved plans and specifications within sixty (60) days of completion of buildings or other improvements erected upon the subject lot. Any RV or other parking pad proposed to be constructed on any lot must first be approved by the Committee in writing. Civil engineered hard surfaced, non-paved roads shall be installed by the Developer on all streets within the subdivision except Center Street. The Developer nor the Town of Glendale shall have any responsibility for paving of these roads in the future.

**10. Utilities:** Electricity, water, sewer and other utilities shall be stubbed into each lot by the Developer near the suggested driveway area from the main roadway. Expenses of all utility lines, including water meter and installation, from that point to service the home or other structure on each lot shall be the responsibility of the lot owner. In the event the requirements for electrical service of a home or other structure on any lot exceed that which is supplied by a standard roadside transformer, the lot owner must pay for all costs associated with the necessary upgrade. A public utility easement shall be granted and contained within the boundaries of the roadways an/or lots. Each home or other structure needing such service shall connect to the public sewer system. The cost of sewer service, including hookup, is the responsibility of the lot owner and not the responsibility of the Developer or the Town of Glendale. All utility lines from the street to the home or other structure on the lot shall be installed underground and located within the driveway on the lot.

**11. Storage of Materials:** During construction of buildings or improvements on a lot and for a period of sixty (60) days after completion thereof, a lot may be used for the storage of materials used in the construction of the building or improvement.

**12. Fences, Walls, Hedges and Shrubs:** Fences, walls, hedges and shrubs may be erected, planted, or maintained in rear yards and side yards not extending beyond the front line of the dwelling to a height not exceeding six (6) feet, unless otherwise approved by the Committee in writing. Fences, walls, hedges and shrubs may be erected, planted or maintained

on remaining side yards and property lines to a height not to exceed four (4) feet. No fence, wall, hedge, shrub or other structure shall be placed or maintained along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a potential hazard or aesthetically offensive appearance. Fences and walls must be of a Southwest design and made of stone, stucco, other masonry materials, rustic posts and poles, or iron railings and approved by the Committee. No other wood, chain link, PVC or white-rail fences will be allowed.

**13. Sight Distance at Intersections:** No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within a triangle formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**14. Vehicles:** Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot or road areas adjacent thereto for a period of more than seventy-two (72) hours. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other permitted structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No boats, trailers, buses, motor homes, campers, recreational vehicles or other such vehicles shall be parked or stored upon any lot except within an enclosed garage or on a cement pad behind the required front lot line setback area. Any parking of vehicles, boats or other equipment must be in compliance with all ordinances of the Town of Glendale.

**15. Commercial Activities Prohibited:** Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However, this restriction shall not prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom.

**16. Slope and Drainage Control:** No structure, planting or material shall be placed or permitted to remain and no activities shall be 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. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other lot. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot. 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. The lot owner shall comply with any restrictions set forth on the subdivision plat. Each purchaser is

referred to the plat with regard thereto and is responsible for compliance with such restrictions.

**17. Re-subdivision or Combining of Lots:** No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of lots.

**18. Damages:** Any damage inflicted upon existing improvements such as streets, utilities and such, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or owner.

**19. Architectural Control Committee:**

**A. Creation.** The Developer shall appoint an ACC consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Developer shall have the power to remove members of the ACC and fill vacancies on the ACC until the earliest of the following: (a) the Developer relinquishes this power in writing; (b) ninety percent (90%) of the lots on the Property have been sold; or (c) residential structures have been constructed on seventy-five percent (75%) of the lots in all phases of Berryville Hills and such structures are legally occupied. When the Developer ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Berryville Hills shall, within sixty (60) calendar days, elect new members of the ACC. Each lot owner shall have one vote for each lot owned. The initial ACC members elected by the lot owners shall be elected for terms of three years. No member of the ACC shall receive any compensation or make any charge for services rendered. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The ACC may fix the time and place for its regular meetings and such other meetings as may be necessary. The ACC shall meet monthly, or more or less often, on a regular basis as determined by the ACC. Written minutes shall be kept of ACC meetings and such minutes shall be open to lot owners for inspection at reasonable times upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be such as usually appertain to such offices.

**B. Approval of Plans.** No construction, remodeling, addition or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot may occur without the written consent of a majority of the ACC. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the ACC. The initial rules and regulations, subject to amendment by the ACC, are attached as Addendum C. After termination of the right of the Developer to appoint and remove ACC members as set forth in this paragraph 19, any rule or regulation may be amended, adopted or repealed by majority vote of the property owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve such matter. Applications for approval shall be passed upon by the ACC within thirty (30) days of submission. In the event the ACC has not acted upon an application within such

thirty (30) day period, the application will be deemed to be approved.

**C. Immunity from Liability.** The ACC shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property and any violation of this Declaration or of any law or regulation are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

**D. Injunctive Relief.** Purchasers or lot owners within Berryville Hills acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the ACC will cause irreparable harm to other owners and purchasers within Berryville Hills. Based thereon, any violation of this paragraph 19 by any person shall entitle the ACC, the Developer, or the purchaser or owner of any lot within any phase of Berryville Hills to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot within Berryville Hills, such purchaser or lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot within Berryville Hills agrees that such injunctive relief is in addition to any other damages or claims which the ACC, the Developer, or any purchaser or lot owner within Berryville Hills may have hereunder or pursuant to law.

**20. Preservation of Views:** In planning, constructing, installing and maintaining any structure, improvement or landscaping on any lot, the owner thereof shall take reasonable measures in an effort to not unduly restrict the views of surrounding lots and properties.

**21. Developer Immunity:** By purchasing property within the subdivision, the lot purchaser or owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the developer or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by any unforeseen surface or subsurface soil condition, compaction or lack thereof, rock falls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property. The Developer has completed select geotechnical and drainage surveys on certain roadways and other various locations on the Property. Lot purchasers and owners are encouraged to have geotechnical tests and a drainage study conducted on their individual lots and to follow the recommendations of the certified testing firm or engineer in the grading of their lot and construction of their home and any other structure. Such individual testing is required on lots 8 through 32 and 35 through 37, inclusive.

**22. Severability:** In the event that any provision, restriction, covenant or condition contained herein is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.

**23. Duration:** This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds (2/3) of the lots, has been recorded agreeing to amend or terminate such Declaration.

**24. Amendment:** After the occurrence of one of the events set forth in paragraph 19 which terminates the Developer's right to appoint and remove members of the ACC, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the lots in the subdivision. Until such time as one of the events set forth in paragraph 19 occurs which terminates the Developer's right to appoint and remove members of the ACC, the Developer is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Developer.

**25. Developer Exemption:** The Developer and all activities carried on by the Developer in connection with the subdivision, development, sale, or related activity, with regard to the Property or any lot, is exempt and free from all restrictions and constraints in this Declaration.

**26. Additional Property:** Additional property may be subjected to these covenants, conditions and restrictions in the discretion of the Developer. The Developer may do so by indicating its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, recording a document subjecting such additional property to these covenants, conditions and restrictions, or recording an additional set of covenants, conditions and restrictions. Thereafter, such additional property shall be considered as part of the Property in all respects.

**27. Violation as Nuisance:** Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer or any owner or owners from time to time of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

**28. Enforcement:** Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Developer and the owner or owners from time to time of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or the owner or owners from time to time of any lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Developer or any owner or owners of any lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so

thereafter.

**29. Assignment:** All rights of the Developer under this Declaration shall be assignable to one or more assignees in the Developer's sole discretion.

**30. Attorney Fees and Costs:** In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

**IN WITNESS WHEREOF**, the undersigned Developer has hereunto set its hand this day of April, 2005.

Berryville Hills Development, LLC

By: \_\_\_\_\_  
Milo McCowan, Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON)

On the \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared before me Milo McCowan, who being by me duly sworn, did say that he is a managing member of Berryville Hills Development, LLC, and that said instrument was signed on behalf of Berryville Hills Development, LLC, by authority of its Operating Agreement and he acknowledged to me that said limited liability company executed the same.

Notary Public



**ENTRY NO. 00133551**

02/09/2007 10:51:48 AM B: 0322 P: 0464

Amended CC & R'S PAGE 1 / 3

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 25.00 BY SOUTHERN UTAH TITLE CO



When Recorded Return To:  
Gay G. Kuhmaun  
113 East 200 North, Suite 1  
St. George, Utah 84770

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BERRYVILLE HILLS SUBDIVISION**

Whereas, the undersigned (hereafter "Developer") was the owner of certain real property located in Glendale, Kane County, State of Utah, identified as Berryville Hills, such property being more particularly described on the official recorded plat of the Berryville Hills Subdivision; and

WHEREAS, the Developer has caused such property to be subjected to certain covenants, conditions and restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions of Berryville Hills Subdivision dated April 28, 2005, and recorded in the official records of the Kane County Recorder on June 13, 2005, as Entry 124235, in Book 0281, at pages 146 through 155 (hereinafter "Covenants"); and

WHEREAS, pursuant to Section 24 of the Covenants, the Developer is entitled to unilaterally amend the Covenants; and

WHEREAS, it has become necessary to amend such Covenants.

NOW, THEREFORE, section 9 of the Covenants is hereby replaced and amended to read as follows:

"9. **Paving:** All driveways, walkways, parking areas and other areas of similar nature shall be of a hard surface in accordance with Committee approved plans and specifications within sixty (60) days of completion of buildings or other improvements erected upon the subject lot. Any RV or other parking pad proposed to be constructed on any lot must first be approved by the Committee in writing. Civil engineered hard surfaced, non-paved roads shall be installed by the Developer on all streets within the subdivision except Center Street. The Developer shall have no responsibility for the maintenance of these roads in the future, and neither the Developer nor the Town of Glendale shall have any responsibility for the paving of these roads in the future."

This First Amendment is executed for the sole purpose of amending, modifying and revising only those provisions of Sections 9 of the Covenants as set forth above and does not constitute or in any way operate as an amendment, alteration, release or discharge of any other terms, conditions, rights or obligations as set forth in the Covenants.

IN WITNESS WHEREOF, this First Amendment is executed by the Developer and is to be effective on this 9 day of February, 2007.

Developer

Berryville Hills Development, LLC

By: \_\_\_\_\_

Milo McCowan, Manager

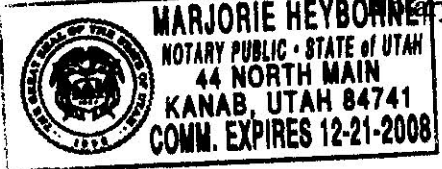
COURTESY RECORDING CO.  
NO LIABILITY


(See attached acknowledgment)

First Amendment to Declaration  
of Covenants, Conditions and  
Restrictions of Berryville Hills Subdivision  
Page 2

STATE OF UTAH )  
 ) : ss.  
COUNTY OF WASHINGTON )

On the 9<sup>th</sup> day of February, 2007, personally appeared before me Milo McCowan, who being by me duly sworn, did say that he is a managing member of Berryville Hills Development, LLC, and that said instrument was signed on behalf of Berryville Hills Development, LLC, by authority of its Operating Agreement and he acknowledged to me that said limited liability company executed the same.

*Marjorie Heyborne*  
\_\_\_\_\_  
Notary Public  


**ENTRY NO. 00133551**  
02/09/2007 10:51:48 AM B: 0322 P: 0465  
Amended CC & R'S PAGE 2 / 3  
VERJEAN CARUSO, KANE COUNTY RECORDER  
FEE \$ 25.00 BY SOUTHERN UTAH TITLE CO  


TAX ID NUMBERS AFFIXED TO THE FIRST AMENDMENTS TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BERRYVILLE HILLS  
SUBDIVISION

G-171-1  
G-171-2  
G-171-3  
G-171-4  
G-171-5  
G-171-6  
G-171-7  
G-171-33  
G-171-34  
G-171-35  
G-171-36  
G-171-37

**ENTRY NO. 00133551**

02/09/2007 10:51:48 AM B: 0322 P: 0466

Amended CC & R'S PAGE 3 / 3

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 25.00 BY SOUTHERN UTAH TITLE CO

