

**PROTECTIVE COVENANTS
FOR
LEGRAND HEIGHTS SUBDIVISION
PHASE 5**

A subdivision located in the city of
Hurricane, county of Washington, State of Utah.

KNOW ALL MEN BY THESE PRESENTS:

That SPILSBURY LAND & LIVESTOCK, a Utah Limited Partnership, hereinafter referred to as the "Developer" is the owner of the following described property, hereinafter referred to as the "Property", located in Hurricane City, county of Washington, State of Utah.

**LEGRAND HEIGHTS SUBDIVISION
PHASE 5**
according to the official plat thereof on file in the Office of the
Washington County Recorder.

and it is the intention of the developer to include all of the legally described portion of PHASE 5 of LEGRAND HEIGHTS property in said plat, to divide said property into lots as shown on said plat, and to donate the streets shown on said plat to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said Developer hereby declares 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, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of said property and every lot, part or portion thereof. The acceptance of any deed to or conveyance of any lot, part or portion of the said property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the developer and with each other to accept, hold, use and convey the property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants, and conditions as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS OF THE DEVELOPERS:

1. LAND USE AND BUILDING TYPE: No lot, part or portion of the property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any such lot, part or portion other than one detached single family, stick built on site, dwelling not to exceed 2 stories in height and a private garage for not more than three, and not less than two cars. Family is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. ARCHITECTURAL CONTROL: NO single family unit shall be less than (2000) square feet in size on the main level. Two level units must have (2000) square feet on the main level, exclusive of garages. At least a two car garage, attached or detached, and with finished, hard

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surface driveway thereto is required. Single family units shall provide for the off-street parking of not less than two vehicles. Attached garages to single family units may NOT be converted at a later date than original construction, to family quarters or for any other purpose than a garage, unless replaced by a garage at another location on the lot.

3. DWELLING CONSTRUCTION AND FENCE RESTRICTIONS: All single family residences, or other buildings on the same lot, shall be constructed on site or lot. All single family residences shall have a roof pitch of no less than a 4/12 pitch, and with at least a 12" eaves. There will not be permitted any off-site built, mobile, pre-fabricated, modular or manufactured or any other such dwelling permitted to be placed upon any lot, part or portion of lot in LEGRAND HEIGHTS, PHASE V. Exterior construction materials will be limited to stone, stone veneer, brick, or brick veneer, rough sawn or resawn wood siding, steel siding, stucco or other materials as approved by the Developer.

All storage or utility buildings, garage or refuse containers, air-conditioning equipment and utility pipes, etc. shall be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the street front. Any light fixture used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

In addition to the above construction requirements, FENCES or walls shall be constructed as follows: a) materials shall be of wood, brick, stone, or other materials approved by the Developer. b) height of fences and/or walls, and/or hedges, shall not exceed six feet in height as any point, and shall not exceed four feet in height at any point beyond the front yard setback.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than thirty (30) feet therefrom, measured to the foundation of such building; nor nearer than twenty (20) feet to the rear lot line; nor nearer than ten (10) feet to either side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purpose of determining such distances; provided, however, that this shall not be construed to permit any portion of the building, including such eaves, steps, or open porches to encroach upon another lot.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure planting or other material shall be placed or permitted to remain which may damage or interface with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. 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.

6. NUISANCES: no noxious or offensive activity shall be carried on upon any lot, part or portion of the property nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

7. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said property 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.

8. RE-SUBDIVISION OF LOTS: no lots in this subdivision shall be re-subdivided into smaller lots at any time, for any purpose.

9. **SIGNS:** No billboard of any character shall be erected, posted, painted or displayed upon or about any of the property. No sign of any kind, except signs used by the Developer or by the builder to advertise the property during the construction and sales period, shall be displayed to the public view on any lot, part or portion of the property without the prior approval of the Developer and said Developer shall have the right to remove or cause the removal of any signs erected and displayed without said prior approval. Any Developer approved signs for the purpose of selling said construction shall be no larger in size than (2) sq. ft.

10. **REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, inoperable vehicles, or other waste material. Such trash shall be kept in sanitary containers and regularly disposed of in a proper manner.

11. **ANIMALS:** No animal or livestock may be kept or maintained on the premises except for domestic pets such as dogs or cats. These animals may be kept provided they are not maintained nor bred for any commercial purposes. These pets are to be limited to no more than two (2), and no pigmy pigs or other pigmy animals may be considered as household pets.

12. **WATER AND SEWER SANITATION:** No individual water supply shall be used, all residences shall be attached to the municipal system for culinary water and sewer that is available. No individual disposal system shall be permitted on any lot, part or portion of the property.

13. **LANDSCAPING:** Within twelve (12) months of the beginning of construction of any home upon the property, the homeowner shall have substantially completed the landscaping of the lot part or portion of the property. Appropriate landscaping shall include but not be limited to, lawns, trees, shrubs, flowers, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the area. Shrub and tree planting on corner lots shall be located so as not to create a hazard for movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Underdeveloped lots shall be kept free of all tall weeds and debris by the owner(s) of said lots. Shall excessive growth occur, the owner(s) shall be notified of such conditions and given 30 days to correct the same, after which time another owner may order such correction effected; the expense of which shall be charged to the owner(s) of underdeveloped lots.

14. **DAMAGE:** Any damage inflicted on existing improvements such as curb, gutters, concrete sidewalks, etc., by the purchaser of any lot, must be repaired or the expense of such repair must be borne by the purchaser at their own expense. This also includes any damage to landscaping. Any dirt or gravel spilled or dumped on sidewalks and/or streets during any construction or landscaping shall be removed at the cost and/or expense of lot owner(s) and/or their contractor, and returned to the pre-existing condition of the sidewalk or street.

15. **PARKING:** No vehicle shall be parked on the easement of the described streets for any period longer than twenty-four (24) hours. No vehicle of a commercial, construction, or freight nature shall be parked upon any lot, or street, except for those vehicles used in the initial construction of future alterations of residences, or those used in the moving of personal property, and then only for a reasonable period to complete such business. All boats and recreational vehicles shall be parked in and all vehicle maintenance shall be performed in the garage or in an area that is visually screened from all lots and dedicated streets.

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

17. **AMMENDMENT:** All of the covenants and restrictions set forth in this declaration shall take effect upon recording same and shall continue and remain in full force and effect at all times against said property and the owners thereof or any subsequent owner(s) thereof for a period of

twenty (20) years from the date of adoption. Said covenants shall automatically be 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 more than three-fourths (3/4) of the lot owner(s) of said subdivision. Said changes shall not include easements or other areas dedicated to the public use. In addition the declarant of said restrictions may from time to time subject additional restrictions or covenants as may be deemed necessary to and for the protection of other property owners of the subdivision.

18. RIGHTS TO ENFORCE: The provision contained in this declaration shall be enforceable by the land developer or by the owner or owners of any lot, or piece of property in said subdivision or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein. The declaration of any restrictions to be invalid by court proceedings shall not invalidate any other restrictions unless specifically specified.

DATED THIS 13th DAY OF March, 1995.

SPILSBURY LAND AND LIVESTOCK
A Utah Limited Partnership

Bette Lu Spilbury
General Partner

~~STATE OF UTAH
COUNTY OF WASHINGTON~~

~~On the ___ day of _____, personally appeared before me, _____, being the General Partner of Spilbury Land & Livestock, a Utah Limited Partnership, the signer of the within and foregoing instrument who duly acknowledge to me that he executed the same.~~

~~Notary Public~~

~~My commission expires _____~~

STATE OF UTAH
COUNTY OF WASHINGTON

On the 13th day of March, 1995, personally appeared before me BETTE LU SPILSBURY, who being by me duly sworn did say that she is the General Partner of SPILSBURY LAND AND LIVESTOCK, a Utah Limited Partnership, and that the foregoing instrument was signed in behalf of said Partnership by authority of the Articles of said Partnership, and the said BETTE LU SPILSBURY duly acknowledged to me that said Partnership executed the same.



Commission expires April 26, 1997;

Lynette Y. Brigham
Notary Public
Residing at Hurricane, Utah