

When RECORDED MAIL TO  
VICTORIA BALLARD  
4 South 2600 WEST  
HURRICANE, UTAH 84751

REVISED  
PROTECTIVE COVENANTS  
FOR  
LEGRAND HEIGHTS SUBDIVISION

A subdivision located in the City of  
Hurricane, County of Washington, State of Utah

PHASE V -- GRANDVIEW 00570929 Bk 1115 Pg 0232  
-239

KNOW ALL MEN BY THESE PRESENTS:

RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1997 JUL 09 15:27 PM FEE \$24.00 BY BJ  
FOR: UNITED TITLE SERVICES

That SPILSBURY LAND AND LIVESTOCK, a Utah Limited Partnership, is the owner of the following described property located in Washington County, State of Utah. To-wit:

BEGINNING AT A POINT WHICH IS N. 89°47' W along the section line 333.60 feet, and N. 0°12'45"E. 413.40 feet from the South quarter corner of section 32, township 41 South, Range 13 West, Salt Lake Base & Meridian, and running Thence along the southerly line of Legrand Heights- Phase III Subdivision for three courses as follows: N46°22'08"E. 340.38 feet; Thence N74°48'05"E. 58.48 feet; Thence N.67°26'00"E. 440.00 feet to the southwest corner of Lot 16, Legrand Heights Phase IV Subdivision; Thence N.67°26'00"E. 451.746 feet; Thence S.5°40'E. 283.87 feet; Thence S. 18°00"W. 60.82 feet; Thence south 70.84 feet; Thence S28°00'E. 260.00 feet; Thence S. 50°00"W. 130.00 feet; Thence S.61°20'W. 124.78 feet; Thence N.28°00'00"W. 169.01 feet; Thence S.62°00'00"W. 64.77 feet; Thence N.28°00'00"W. 58.00 feet; Thence N.21°23'03" W. 136.18 feet; Thence N.71°40'00"W. 80.03 feet; Thence S.73°28'00"W. 200.39 feet; Thence S.53°40'10"W. 315.25 feet; Thence S46°22'08"W. 400 feet; Thence N43°37'52"W. 140.16 feet; Thence N.0°12'45"E. 80.42 feet; Thence N.46°22'08"E. 96.04 feet; Thence N.43°37'52"W. 100.00 feet to the point of beginning.

Contains 11.214 acres, more or less.

Developer hereby includes all of the Property in the plats recorded herewith of LeGrand Heights, Grandview and divides the Property into Lots as shown on said plat(s) and dedicates the streets shown on said Plat(s) to the public. The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

Developer further declares that all of the Property described herein 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 the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the

grantees therein named of 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 or by such deed or conveyance subject to said restrictions, covenants and conditions. These restrictions, covenants and conditions shall run with the land.

1. LAND USE AND BUILDING TYPE: No lot, part of portion of the property shall be used EXCEPT for the residential purposes. No building shall be erected altered placed or permitted on any such lot, part of portion other than on detached single family dwelling, height of each home to be determined by the architectural committee and a private garage for not more that three vehicles, Family is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

1.2 The Lot purchaser is encouraged to obtain a soils test and recommendation of foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot owner obtain a soils test and recommendation of foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document.

2. ARCHITECTURAL CONTROL: No single-family unit shall be less than (1800) square feet in size on the main level. Two levels units must have (1000) square feet on the main level. Exclusive of garages. At least a two car garage and with finished, hard surface, driveway thereto is required, and may be either attached or detached. Single -family units shall provide for the off-street parking of not less that two vehicles. All vehicles must be parked in lot and recreational vehicles must be parked in a garage.

2.1 CONSTRUCTION AND CONTRACTOR PROVISIONS: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines which are applicable to the properties:

(A) Builder Approval. All residential dwellings in the Property shall be constructed by an Approved Builder as those terms are defined in the Architectural guidelines adopted by the Architectural Control Committee. A Lot Owner, his agent or employee, may be designated a Preferred Builder or an Approved Builder.

(B) Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within twelve (12) months after such commencement.

(C) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale all building materials shall be removed or stored inside such dwelling, out of public sight.

2.2 DWELLING CONSTRUCTION AND FENCE RESTRICTIONS: All single-family residences shall be constructed on site of lot. There will not be permitted any off-site built, mobile, pre-fabricated, modular or any other such type dwelling permitted to be placed upon any lot or part, portion, of lot in LEGRAND HEIGHTS, 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 architectural control committee. All storage or utility buildings, garbage 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 architectural control committee. b) Height of fences and/or walls, and/or hedges shall not exceed six feet in height at any point, and shall not exceed four feet in height at any point beyond the front yard setback.

2.3 RETAINING WALLS: Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.

2.4 BUILDING LOCATION: No dwelling shall be located closer at any point than twenty five (25) feet from the front property line as measured from the base of the foundation of each dwelling to the front property line. No dwelling shall be closer than ten (10) feet to any rear property line not closer than eight (8) feet to any side property line, provided that a minimum of (10) feet shall be maintained on at least one side of the dwelling. Corner lots shall meet the front yard setback requirements on the street side(s) of the property. Building heights must be approved by the Architectural Control Committee to preserve views of all lots. Building and foundation design solutions are encouraged in lieu of mass-grading.

Slopes between 5% and 15% should be developed without major cut and fill. Homes on these sites should have either terraced building pads with a retaining wall within the building footprint ('split level') or be built with step footing, pile foundations, or a similar site-sensitive solution which follows the topography.

Slopes exceeding 15% should be developed on pile or pier and grade beam foundations.

2.5. SOLAR PANELS: Solar panels may be installed if shown on plans approved by the Architectural control Committee, and if installed on the roof and integrated into the roof line. Panels which project above or are not parallel with the roof lines are prohibited.

2.6. DOME STRUCTURES: Of any type are not allowed

3. TEMPORARY OR OTHER STRUCTURE: No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently, not shall any such structures be erected or placed on said property at any time. No old or second-hand structures shall be moved onto any of said lots. It is the Developers intention that all dwelling and other buildings to be erected within the subdivision be new construction, of good quality, workmanship, and materials.

3.1 Pools, spas, fountains and game courts shall be approved by the Architectural Control Committee and shall be located to reasonably minimize impacting adjacent properties with light or sound. Pool heaters and pumps may not be visible from neighboring property and must be sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other lots.

4. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, not structure, plating or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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. The title holder of each lot shall from time to time as may be reasonable required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

5. RE-SUBDIVISION OF LOTS: No lots in this sub-division shall be re-subdivided into smaller lots at anytime, for any purpose.

6. SIGNS: No property owner shall construct or display any sign on any lot except as provided herein: a name sign not to exceed one (1) square foot in size, or a "For Sale" or "For Rent" sign not to exceed two (2) square feet in size shall be permitted.

7. 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 insanitary containers and regularly disposed of in a proper manner.

8. 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 pygmy animals may be considered as household pets.

9. 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.

10. **LANDSCAPING:** Within six (6) months of the ending of construction of any home upon the property, the homeowner must have substantially completed the landscaping of the lot, in the front yard 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. Undeveloped 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 undeveloped lots.

10.1 **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. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that:

- (A) Any damage caused by such entry shall be repaired at the expense of the owner whose property was the subject of the repair work which caused the same;
- (B) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Lot; and
- (C) in no event shall said easement be deemed to permit entry into the interior portion of any dwelling.

11. **LIMITATION OF LIABILITY:** The Architectural Control committee 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 Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designed, architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

12. **DAMAGE:** Any damage inflicted on existing improvements such as curb, gutters, concrete, sidewalks, etc. Shall be repaired by the purchaser or lot owner, 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 of 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. Lot in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

13. **PARKING:** No vehicle shall be parked on the easement of the described streets for my 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 or 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 on lot, to site of the home and behind the front setback and all vehicle maintenance shall be preformed in the garage.

14. 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.

15. DRAINAGE CONTROL: Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities 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. 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 of utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location of flow to any adjacent property. Drainage from roofs and hard surfaces shall be engineered to flow to the street. This shall be the responsibility of each property lot owner to contain and control.

16. DURATION OF RESTRICTIONS: The covenants and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restriction contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

17. AMENDMENT: Upon completion of the Development Phase, the covenants and restriction contained herein may be amended by a recorded instrument signed by no less than the owners of seventy-five percent (75%) of the number of lots, provided that all signatures must be notarized and obtained within a 180 day period. After the Developer or its designee ceases to act as the Architectural Control Committee, written notice of any such proposed amendment shall be sent to every owner of any Lot, part or portion of the Property at least 30 days in advance.

18. ADDITIONAL PROPERTY: Additional property maybe subjected to these covenants, conditions and restrictions by the Developer. The Developer shall indicate its intent to have such property bound by these covenants, conditions and restrictions by the Developer. The Developer shall indicate its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects and lots therein shall constitute Lots under this agreement. This right of the Developer shall be assignable to one or more assignees.

19. NOTICES: Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last know address of such owner.

20. CONSTRUCTION AND SEVERABILITY: All of the restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability of applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

21. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, the Association, or a Lot owner or owners. Remedies hereunder shall be deemed cumulative and not exclusive.

22. ENFORCEMENT: Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, the Association and of the Lot owner or owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of an pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said 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 compliance therewith, may be enforced, enjoined, abated, or remedied by appropriated proceedings at law or in equity by the Developer, the Association, or a lot owner or owners, 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 said Lot, part or portion of the Property shall be bound and obligated by the said restriction, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorneys fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such Lot owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment therefore is made.

23. RIGHT TO ENFORCE: The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Developer, the Association or a Lot owner or owners, and each of their legal representative, heirs, successors and assign, and failure to enforce any of said restriction, covenant, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

24. ASSIGNMENT OF POWERS: Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is use herein, it includes Developer and its successors and assigns.

DATED THIS 30 DAY OF APRIL, 1997

SPILSBURY LAND AND LIVESTOCK  
A Utah Limited Partnership

00570929 Bk 1115 Pg 0238



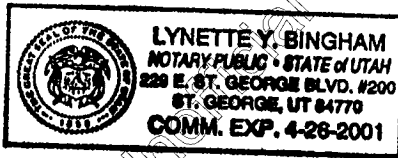
THE UNDERSIGNED HOLDS UNITED TITLE SERVICES HARMLESS FROM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PREPARATION AND/OR RECORDING OF THIS DOCUMENT.

General Partner

*LeGrande Spilsbury*

STATE OF UTAH  
COUNTY OF WASHINGTON

On the 30 day of June, 1997, personally appeared before me, LeGrande Spilsbury being the General Partner of Spilsbury Land and Livestock, A Utah Limited Partnership, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.



Notary Public

*Lynette Y. Bingham*

My Commission Expires  
4-26-2001

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