

RESTRICTIVE COVENANTS
SANTA CLARA HEIGHTS, PLATS "C & E"

KNOW ALL MEN BY THESE PRESENTS: That SANTA CLARA TOWN, A Municipal Corporation, is the owner and developer of the tract of land known as SANTA CLARA HEIGHTS, PLATS "C & E" SUBDIVISION in Washington County, State of Utah, and said Corporation does hereby subject said land to the following covenants, restrictions, and conditions; and the acceptance of any deed or conveyance thereof by the Grantee therein, and their, and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions as follows, to-wit:

1. USE OF LAND: No lot shall be used except for single-family residential purposes, and no lot shall contain more than one (1) habitable structure. All structures shall be in accord with prevailing zoning ordinances.
2. ARCHITECTURAL CONTROL: No specific style or pattern or construction of dwelling units. However, no single-family unit shall be less than One thousand (1000) square feet in size, exclusive of garages or carports. Single family units shall provide for the off-street parking of not less than two (2) vehicles. Garages may be either attached or detached.
3. 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 located closer than ten (10) feet to any rear property line, nor closer than six (6) feet to any side property line, provided that a minimum of twelve (12) feet shall be maintained on at least one side of said dwelling. Corner lots shall meet the front-yard setback requirement on the street side(s) of the property.
4. TEMPORARY STRUCTURES AND MOBILE HOMES: No temporary nor mobile-home shall be located on any lot excepting the storage of one (1) camper or camping trailer (not to be occupied in any fashion or manner) belonging to the property-owner(s), provided such storage is confined to the rear yard.
5. RESUBDIVISION OF LOTS: No lot in this subdivision shall be re-subdivided into smaller lots.
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 in sanitary containers and regularly disposed of in a proper manner.
8. ANIMALS: No animals or livestock may be kept or maintained on the premises except for domestic pets such as dogs or cats. These may be kept provided they are not maintained or bred for any commercial purpose.
9. WATER AND SANITATION: No individual water supply system shall be used or permitted to be used in this subdivision. All septic-tanks shall be installed according to Utah State Health Department requirements and shall be kept and maintained in working condition. In the event that sanitary sewage facilities become available to residents of this subdivision, all property owners shall attach all sewage lines to said system at property owner's expense.

Entry No. 151098
Date May 30, 1974
Recorded at request of Southern Utah Title Co.
9:05 AM Book 154 Page 1-2 Fee \$3.50
Washington County Recorder, By Deputy.

- 10. WALLS FENCES, AND HEDGES: All walls and fences shall be kept in good repair and no fence, wall, or hedge shall exceed an overall height as measured from the top of the footings to the top of the fence, wall, or hedge in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of three (3) feet in any front yard setback area. There shall be no fence along roadways or streets.
- 11. LANDSCAPING: All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the area. Shrub and tree plantings on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Undeveloped lots shall be kept free of tall weeds by the owner(s) of said lots. Should excessive growth occur, the owner(s) shall be notified of such conditions and be given thirty (30) days to correct same, after which time another owner may order such correction effected; the expense of which shall be charged to the owner(s) of the undeveloped lot, or lots.
- 12. SITE REVIEW: Prior to the construction of any dwelling, garage, storage building, fence, wall, pool, or other improvement on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by a planning consultant designated by the developer. The cost of gaining such approval to be borne by the seeker of such approval.
- 13. DAMAGE: Any damage inflicted on existing improvements such as curb, streets, gutters, concrete sidewalks, etc., by the purchaser of any particular lot, must be repaired, or the expense of such repair must be borne by the purchaser at his own expense. This also includes any damage to landscaping.
- 14. ALL of the covenants, and restrictions set forth in this declaration shall take effect upon recording and shall continue and remain in full force and effect at all times against said property and owners thereof or any subsequent owner thereof, for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty-year period, said requirements may be altered or changed or modified by a written agreement of more than three-fourths of the lot-owners 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 for the protection of other property owners in the subdivision.
- 15. RIGHT TO ENFORCE: The provisions contained in this declaration shall be enforceable by the land developer or by the owner or owners of any 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 restriction to be invalid by Court proceedings shall not invalidate any other restriction unless specifically specified.

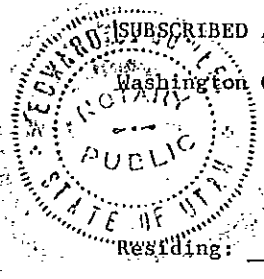
DATED AND ADOPTED: MAY 23, 1974

SANTA CLARA TOWN, A Municipal Corporation, by:

Stephen Saaf Mayor
E. Royden Chamberlain City Clerk

SUBSCRIBED AND SWORN TO before me this 23rd day of May, 1974, at St. George, Washington County, State of Utah.

[Signature]
 Notary



Residing: St. George, Utah

Comm. Expires: 01-19-77

161098