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Gary Christensen Washington County Recorder
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HURRICANE VALLEY DEVELOPERS

When Recorded Mail Deed to:
Hurricane Valley Developers LLC
321 N Mall Dr Suite 0-202
St. George, UT 84790

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
SAND HOLLOW VILLAGE SUBDIVISION

PREAMBLE

This Declaration of Covenants, Conditions and Restrictions for Sand Hollow Village Subdivision affects the real property set forth in Exhibit A, located in Washington County, State of Utah. The terms contained in this Preamble and the Recitals below, shall be given the meaning assigned to them in Article I.

SAND HOLLOW VILLAGE SUBDIVISION

PREAMBLE

This Declaration of Covenants, Conditions and Restrictions for Sand Hollow Village Subdivision affects the real property set forth in Exhibit A located in Washington County, State of Utah. The terms contained in this Preamble and the Recitals below, shall be given the meaning assigned to them in Article I.

RECITALS

A. Hurricane Valley Developers, LLC, a Utah limited liability company ("Declarant") owns the real property described in Exhibit "A".

B. The Declarant intends that the Property be maintained, developed and conveyed pursuant to a general plan for the Property and subject to certain protective covenants, easements, equitable servitudes, liens and charges, all running with the Property as hereinafter set forth.

C. The Declarant hereby declares that all of the Property will be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon and may be enforced by Declarant, the Owners, as hereinafter defined, each owner and their respective heirs, executors and administrators, and successors and assigns.

E. These Recitals shall be deemed covenants as well as recitals.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified.

I.1 **Declarant** Until the recording of the Plat for Sand Hollow Village Subdivision, Declarant means and refers to Hurricane Valley Developers, LLC, a Utah limited liability company. After the recording of the Plat for Sand Hollow Village Subdivision, Declarant shall mean and refer to Hurricane Valley Developers, LLC and/or any successors thereto which, either by operation of law or through a voluntary

conveyance, transfer, or assignment, comes to stand in the same relationship to the property described herein on Exhibit A (hereinafter the "Property" or the "Project"), except that a party acquiring all or substantially all of the right, title and interest of Hurricane Valley Developers, LLC in the Property by foreclosure, judicial sale, bankruptcy proceedings, or by other similar involuntary transfer, shall automatically be deemed a successor and assign of Hurricane Valley Developers, LLC as Declarant under this Declaration.

1.2 **Development** Development means SAND HOLLOW VILLAGE SUBDIVISION according to the Plat.

1.3 **Dwelling Unit** Dwelling Unit means a single-family dwelling constructed on a Lot.

1.4 **Improvement or Improvements** Improvement means any structure or appurtenance thereto of every type and kind, including but not limited to Dwelling Units and other buildings, walkways, sprinkler pipes, swimming pools, athletic fields or areas, garages, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, stairs, decks, landscaping, ponds, antennae, hedges, wind-breaks, patio covers, railings, plantings, planted trees and shrubs, poles, signs, storage areas, exterior air conditioning and water softening fixtures or equipment.

1.7 **Lots** Lot means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership.

1.9 **Owner** Owner means the entity, person, or group of persons who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee simple or an undivided fee simple interest in any Lot that is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner." The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings.

1.10 **Person** Person shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.11 **Plat** Plat means the plat recorded herewith entitled "SAND HOLLOW VILLAGE SUBDIVISION", executed and acknowledged by Declarant, prepared and certified by the engineer, recorded in the records of the Washington County Recorder, as the same has been modified, amended, supplemented or expanded in accordance with the provisions herein concerning amendments or supplements to this Declaration in conjunction with annexations to the Project as herein provided.

1.12 **Property or Project** Property shall mean that certain real property hereinbefore described that is subjected to this Declaration and any real property annexed to the Property in the future.

1.13 **Record Recorded Filed or Recordation** Record, Recorded, Filed or Recordation means, with respect to any document, the recordation of such document in the office of the County Recorder of Washington County, Utah.

1.14 **Recreational Vehicles** Recreational Vehicles means all watercraft, travel trailers, campers, camper shells, tool trailers, other trailers, motor homes, snowmobiles, all-terrain-vehicles and off-highway-vehicles (UTV's, ATV's and OHV's, respectively), dune buggies, or vehicles similar to any of the foregoing.

1.15 **Streets** Streets shall mean public streets and thoroughfares on the Property.

1.16 **Vehicle** Vehicle means any and all equipment or device (mobile or immobile, operable or inoperable) of any type, designed to transport persons, objects or designed to be transported on wheels, skids, skis or tracks, including, without limitation, dump trucks, cement mixer trucks, gas trucks, delivery trucks, buses, aircraft, trailers, Recreational Vehicles, minivans, cars, pickup trucks, motorcycles, other devices or equipment similar to any of the foregoing, whether or not used for daily transportation.

ARTICLE II DESCRIPTION OF PROPERTY

The real property which is associated with the Development, and which has been and shall hereafter continue to be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of all the following property:

See "Exhibit A" attached hereto

TOGETHER WITH all easements, rights-of way, and other appurtenances and rights incident to, appurtenant to, or accompanying the described parcel of real property,

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which effect the above-described land or any portion thereof, including without limitation, any Trust Deed; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of; and replacement of all such pipes, line, cables, wires, utility lines, and similar facilities.

ARTICLE III ARCHITECTURAL CONTROL

3.1 **Members of Committee** Until every Lot subject to this Declaration, including Lots in future phases, if any, has been transferred to a bona fide purchaser, and a home is constructed on each Lot, the Architectural Control Committee ("ACC") shall be the Declarant, or any other person appointed in writing by Declarant. Until every Lot subject to this Declaration is transferred to a bona fide purchaser, Declarant may appoint or terminate the appointment of any person serving on the ACC. After homes are built and title to 100% of the Lots in the Property have been transferred by the Declarant to third-party purchasers, the ACC shall terminate. Nevertheless, Owners shall continue to abide by the design requirements established in the Declaration and as established by the ACC.

3.2 **ACC General Powers** The ACC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed Plans conform harmoniously to the exterior design and existing materials of the Improvements on the Property. This power shall include the power to issue ACC Rules and Regulations which, among other provisions, may set forth procedures for the submission of Plans for approval, and state additional factors which it will take into consideration in reviewing submissions. The ACC shall be flexible and consider building styles and trends and allow for new homes to incorporate design elements from current building trends.

3.3 Review of Plans and Specifications Until every Lot subject to this Declaration has been transferred to a bona fide purchaser, prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of landscaping elements, approval of the ACC is required. Declarant should be contacted to obtain an application form for submission of plan approval by the ACC.

(a) One complete paper set and one complete electronic set of building plans and specifications shall be filed with the ACC, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such fee as the ACC may determine from time to time, and an application and such supporting material, such as samples of building materials, as the ACC deems necessary. No work shall commence unless and until the ACC shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said ACC pursuant hereto. The second set of such plans shall be filed as a permanent record with the ACC.

(b) Said ACC shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

(c) The ACC shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.

(d) In the event the ACC fails to approve or disapprove in writing any such plans within fifty (50) days after the submission thereof to the ACC, then approval shall be deemed to have been given.

(e) Once construction begins on any improvement, landscaping or alterations, which construction has been approved by the ACC, construction shall be diligently pursued to completion.

(f) No residence, accessory or addition to a residence, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or 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 any such matter.

3.4 Meetings of the ACC The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to members who have made an application to the ACC for approval of plans.

3.5 No Waiver of Future Approvals The approval by the ACC of any proposals or Plans for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar

proposals, Plans or matters subsequently or additionally submitted for approval or consent.

3.6 **Compensation of Members** The members of the ACC shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any ACC function or duty. Professional consultants retained by the ACC shall be paid such compensation as the ACC determines. The Lot Owner for which the professional was retained shall pay the costs for such professional.

3.7 **Limitation of Liability** Neither the ACC, nor Declarant, nor any member thereof, acting in good faith shall be liable to an Owner for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or rejection of, or the failure to approve or reject, any Plans, drawings, specifications, or variance requests (ii) the construction or performance of any work, whether or not pursuant to approved Plans, (iii) the development or manner of development of any of the Property, or (iv) any engineering or other defect in approved Plans, drawings and specifications.

3.8 **Declarant's Rights** Declarant shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Covenants.

ARTICLE IV MAINTENANCE AND REPAIR OBLIGATIONS

4.1 **Maintenance by Owner** Each Owner shall be responsible for the maintenance of the Owner's 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.

ARTICLE V ARCHITECTURAL GUIDELINES AND DESIGN RESTRICTIONS

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines, together with any guidelines hereafter established by the ACC, are applicable to the Project:

5.1 **Purpose and Intent** The intent of these architectural guidelines is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the property will be enhanced through the control of site planning, architecture and landscape elements. The following architectural guidelines serve as an evaluative aid to Owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the ACC in the design review of individual, private and public developments within the Property. The City of Hurricane Zoning Regulations will apply for any area of design not addressed in these guidelines.

5.2 **Single Family Residence** The only buildings or structures permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a single-family dwelling placed within the Lot subject to setback as designated herein and on the Plat. Structures may not exceed the height requirements found in this section. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Hurricane, Utah in effect from time to time.

5.3 **Business or Commercial Activity** All Lots shall be used only for single-family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof. The provisions of this section shall not preclude an occupant who is engaged in individual professional work (e.g. accountant, bookkeeper) without external evidence thereof (such as shipping of items or foot traffic from clients), so long as: (i) such occupant conducts its activities in conformance with all ordinances (ii) such business activity is merely incidental to the use thereof as a dwelling and (iii) such occupant does not solicit or invite the public to the Lot or residence as part of such business activity.

5.4 **Signs Commercial Activity** An Owner can use any of the following mediums for advertising a Dwelling Unit for Sale or Rent:

- (a) A Multiple Listing Service.
- (b) Newspapers, magazines, and other such publications.
- (c) A real estate agent, property management agent of the Owner's choice.
- (d) Word of mouth.
- (e) Internet website.
- (f) Except for one "For Rent" or "For Sale" sign of not more than four (4) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period.

5.5 **No Hazardous Activities** No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.6 **Parking for Outdoor Vehicles** No unlicensed or non-running vehicle may be stored on a Lot or in front of a Lot. No recreational or other utility vehicles may be parked on a bare Lot or in a front driveway of any Lot for longer than a forty-eight (48) hour period in any seven (7) day period. In no event shall any recreational vehicle, boat, camper, trailer, tent trailer, utility trailer, or mobile home be used for camping or for overnight accommodations by the Lot Owner or by the Lot Owner's guests in or on the driveways or front side-yards of a Lot. Other than as provided above, recreational and other utility vehicles must be parked behind the front foundation line of a home in the side or rear yards. Notwithstanding that an Owner may store the above referenced items in the side-yard behind the front side-yard wall, the intent of this Section (5.6) is to maintain an attractive streetscape in the Development. Awnings and similar covering systems must receive pre-approval of the ACC. Tarps and similar temporary coverings shall not be allowed to cover motor vehicles, but a

small tarp or temporary covering may be used as a sunscreen to protect plants or animals.

5.7 Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots part or portion of the Property, except that dogs, cats, birds or other domesticated household pets, two (2) or less in total number, may be kept in a residence constructed on a Lot, provided that they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be on a leash or inside a fence when outside the Owner's residence. Permitted animals that make excessive noise, i.e. barking, etc. should be removed from the Property so that Owners can enjoy their Lots.

5.8 Construction In order to promote a harmonious community development and protect the character of the Property, the following guidelines are applicable to the Property:

- (a) **Commencement and Completion of Construction** Home construction on a Lot must commence within twenty-four months from the date a Lot is purchased from Developer by an Owner. Once construction of a Dwelling Unit has commenced, it must be completed within twelve months from the date construction commences.
- (b) **Building Materials Storage** No Lot, part or portion of the Property shall be used or maintained as 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.
- (c) **Landscaping** Front yard landscaping shall be complete prior to occupancy. Backyard landscaping shall be complete within 24 months from the date the certificate of occupancy is issued for the home on the Lot.
- (d) **Soils Test** The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. Declarant hereby denies any liability for soils conditions or testing of soils in the Property. The ACC may require that the Lot Owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the ACC may condition final approval following the recommendations set forth in the soils test document.
- (e) **Damages** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by any purchaser or Owner and/or their agents of any particular Lot in the Property 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 who caused the damage. 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 the Lot Owner that caused the damage and returned to the then pre-existing condition of the sidewalk and/or street.
- (f) **Maintenance of Lot During Construction** Contractors or subcontractors as Owner/builders must provide on-site dumpsters during construction and are required to clean up the construction site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the streets within the Property must be cleaned up within twenty four (24) hours by the contractor or subcontractor as Owner/Builder. The ACC may levy up to a Five Hundred Dollar (\$500) fine against a violator and/or the Owner of the Lot for each day such a violation of this subsection continues. The fine shall be

a charge on the Owner's Lot and shall be a continuing lien on the Lot.

(g) **Maintenance of Lot Before Construction** Prior to the construction of a home on a Lot Owner agrees to keep the Lot clean and free from weeds and debris.

5.9 **Temporary Buildings** 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, nor shall any such structures be erected or placed on the Property at any time (except portable outhouses and dumpsters with lids or covers during construction). No old or second-hand structures shall be moved onto any of said Lots. It is the Declarant's intention that all dwellings and other buildings to be erected within the Property be new construction, of good quality, workmanship, and materials.

5.10 **Fences and Sight Obstructions** No structure, fence, wall, hedge or shrub planting 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 the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, Hedge, shrub or other structure shall be placed 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 ACC, shall create a serious potential hazard or an aesthetically unpleasant appearance to other residents.

5.11 **Drilling** Except as permitted for earth-coupled heat pumps or similar devices as provided for below, no oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on or below the surface of any Lot. Further, except as permitted for earth-coupled heat pumps or similar devices as provided for below, no derrick or other structure used in boring for water, oil, geothermal heat or natural gas shall be erected, maintained or permitted on the Property. An earth-coupled heat pump or similar device which may require the excavation or drilling of vertical or horizontal trenches or shafts below the surface of the improved area of a Lot is allowed as long as all governmental approvals are obtained prior to construction.

5.12. **Minimum Square Footage Required** For a one-story dwelling, no single Dwelling Unit shall have less than 1,800 square feet of finished living area on the main level exclusive of porches, balconies, patios and garages. For a two-story dwelling, the two stories combined shall not be less than 2,600 square feet of finished living area exclusive of porches, balconies, patios and garages. For a two-story dwelling, the main level shall not be less than 1,800 square feet of finished living area, exclusive of porches, balconies, patios and garages. **Lot 62 is exempt from these dwelling "square footage" requirements. Prior to construction of any structure on Lot 62, approval of house plans must be obtained from the ACC.**

5.13 **Types of Homes Prohibited** Log homes and four (4) level split entry (bi- level) homes will not be permitted in this Property unless approved by the ACC. No RVs, modular homes, underground or basement homes, round homes, octagon homes, prefabricated homes, rebuilt homes, relocated homes, concrete homes, or any other unusual style of home shall be allowed in the Property regardless of ACC approval of the same. No solar homes can be built unless approved by the ACC.

5.14 **Exteriors of Homes** Wood style, hardy board siding (or similar) tumbled or used brick, stucco, rock, or any combination of the same that is approved by the ACC is allowed as exteriors for all buildings in the Property, including accessory buildings and detached garages. There must be at least two (2)

of the above-named materials used in the front and side elevations of the home, with at least thirty percent (30%) of the front elevation to be of the lesser used material. In addition to the combination of any two (2) materials named above, logs and log siding are not permitted. Any other exterior material may be used only upon

the express approval of the ACC. Home exteriors using stucco must be of high-quality synthetic stucco. Elevations should be consistent with the intended architectural style of the residence and carried around all four elevations of the structure.

5.15 Roofs and Roofing Materials The minimum roof pitch is 2/12 and the maximum is 12/12. Roofing material shall be limited to metal roofing, flat or "S" concrete or slate tiles. Roofing on sheds or outbuildings can be asphalt shingle. Colors shall be grey, subdued earth tones, or such other colors as may be allowed by the ACC. No asphalt shingle, wood shakes or other shingle roofs are allowed in any form on houses. With the exception of normal exhaust fans, vents, pipes and chimneys, nothing is permitted to break the visual lines of the roof. All solar collectors must be designed and built integral to the roof and may not protrude more than six (6) inches above it. Air conditioners, heaters, swamp coolers, TV and radio antennas, flagpoles, satellite and radar receivers and other such mechanical implements are not permitted on roofs, unless submitted to and approved by the ACC.

5.16 Base building colors shall be white, gray and subdued earth tones or such other colors as may be allowed by the ACC. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on facia, window trim, shutters and doors. Colors for windows and doors must be designated on the plans that are submitted to the ACC for approval prior to construction. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project. No reflective exterior surfaces or materials shall be used.

5.17 Setbacks The following minimum setback standards apply to the Lot. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

Front: Minimum of 25 feet Lot line to structure.

Side: Minimum of 10 feet from Lot line to structure.

Rear: Minimum of 20 feet from Lot line to structure.

The above setbacks notwithstanding, in no event shall any portion of any building, including eves or steps, encroach upon any other Lot and all setbacks shall comply with the City of Hurricane ordinances.

5.18 Building Height Building height shall be measured from the high side of the curb elevation of the Lot to the highest point of the roofline of a home. Single-story homes shall not exceed 30 feet in height. Two story homes, as approved by the ACC, shall not exceed 40 feet in height. **Lots 6, 7, 8, 9, 10, 11, 12, 13 shall be single story with a height restriction of 22 feet.**

5.19 Garages All residences constructed on a Lot shall include a fully enclosed, private attached garage, built to accommodate not less than 2 vehicles. Carports are not a substitute for a garage and are not allowed. The height of a garage door header shall not exceed eighteen (18) feet of clearance for the passing vehicles. Exceptions are to be reviewed by the ACC. All garages shall be constructed of the same exterior materials and in harmony and be architecturally compatible with the residence constructed on the Lot. Each Owner shall use the garage portion of the Owner's Lot for the storage of motor vehicles. No Owner shall use a garage for any purpose which prevents storing of motor vehicles, unless doing so would not result in additional motor vehicles being stored outside the Owner's garage. No Owner shall remodel a garage or use a garage on any Lot for residential living quarters.

5.20 **Driveways** Driveways shall be constructed out of concrete, inlaid brick, or other hard materials approved by the ACC. In no event shall a driveway or walkway be constructed of dirt, sand, clay or road base material, or asphalt. Any proposed stamped concrete designs and colors must first be submitted and approved by the ACC. Driveways shall be of a sufficient size that two (2) vehicles can park thereon side by side and shall in all other respects conform to City of Hurricane requirements. Driveways shall be limited solely to providing a connection between the street and the garage area; no private lanes or streets traversing Lots shall be allowed.

5.21 **Accessory Buildings** No storage or utility buildings are allowed unless first submitted to and approved by the ACC.

5.22 **Landscaping** Landscaping of the front of Lots must be completed prior to occupancy. Landscaping, including within the landscape strip owned by the City of Hurricane, shall be maintained at a reasonable standard compatible with other homes in the subdivision. Landscaping on Lots that front two streets and have a landscape strip between the sidewalk and curb shall include at least one (1) tree at least 1" caliper at the time of installation along each street with a landscape strip. The tree shall be planted within the landscape strip between the sidewalk and curb, and the remainder of the landscape strip shall consist of desert landscape. Shrub and tree planting 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. Landscaping shall be kept free of tall, noxious or offensive weeds.

5.23 **Planting and Gardening** No artificial turf can be used in the front yard. Artificial turf may be used in the backyard. No planting or gardening for commercial purposes shall be done. No mulberry trees, cypress tree, pine trees are allowed without written permission from the ACC.

5.25 **Walls, Fences, and Barriers** Walls, fences and other barriers along any perimeter Lot Boundary must be of new construction. Such wall or fence must be of a type suitable for its intended purpose and maintained in good condition. No wall or fence shall be constructed in the front set back area. Walls and fences may not exceed six (6) feet in height. Where a fence, wall, or hedge is located along an interior property line separating (2) two lots and there is a difference in the grade of the two properties, the fence, wall, or hedge, may be erected or allowed to the maximum height permitted on either side of the property line. When a retaining wall protects a cut below natural grade and is located on a line separating lots, such retaining wall may be topped by a fence or wall of the same height that would be permitted at such location if no retaining wall existed.

5.26 **Retaining Walls** Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the ACC. In the event approval is given for a retaining wall higher than the restrictions herein, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.

5.27 **City of Hurricane Requirements** All structures built on any Lot must be constructed in accordance with all applicable zoning and building ordinances of the City of Hurricane.

5.28 **Drainage** 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 or utility company is responsible. Lot Owners are responsible to see that no trespass, nuisance or damage is created by drainage location or flow to any adjacent property.

5.30 **Easements** Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded Plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the

installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. 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.

531 **Lateral and Subjacent Support and Drainage** Any Owner who conducts activities that affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. An Owner shall be responsible for all damage proximately caused by drainage from the Owners Lot to adjacent landowners.

532 **Trash Receptacles** No Lot or part or portion of the Property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept only in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property. Except during construction or remodel of a home on a Lot, each Lot shall use the standard, approved Hurricane City trash container for garbage collection, and shall use the same in accordance with City policies. Other such containers, as permitted by Hurricane City may be used. All containers that are used shall be kept in repair and shall not be placed on the street for collection in a broken condition. All trash collection containers shall be kept neatly by the Lot Owner at the side or, where possible, in the rear yard. Except during construction or remodel of a home on a Lot, all trash collection containers shall be kept out of view from the street, except on the designated trash pick-up date. All trash collection containers shall be picked up from the street within 48 hours from the time the trash is collected.

533 **Lighting** Light used to illuminate patios, parking areas or for any other purpose, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). The address numbers for the Lot must be placed on the front of the home and there must be adequate lighting for address numbers to be seen.

534 **External Apparatus** Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development and shall be insulated for sound attenuation. Heat pumps and/or air conditioning units are not permitted on roofs or through windows. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to, or placed on the exterior walls or roof, or any part thereof or on the outside of windows or doors, without the prior written consent of the ACC.

5.35 **Utility Meters** Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring Lots. Exposed piping should be painted to match exterior colors of the dwelling structure. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.

5.37 **Exception for Declarant** Notwithstanding the restrictions contained in this Article V, Declarant shall have the right to use any Lot or Dwelling Unit owned or leased by it in furtherance of any reasonably necessary or appropriate construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate the sale of Lots and/or Dwelling Units owned by Declarant. This exception shall not extend to the ordinary brokerage activities of Declarant as to which the Declarant shall be subject to the same rules and regulations as are other real estate brokerages.

5.38 **External Antennae and Dish Policy** A maximum of two (2) antennae or satellite dishes three (3) feet or less in diameter, may be affixed to the exterior of a home or other structure per Lot.

ARTICLE VI GENERAL PROVISIONS

6.1 **Enforcement** This Declaration may be enforced by the Declarant and any Owner as follows:

(a) Breach of any of the provisions contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings instituted by any Owner, including Declarant so long as Declarant owns a Lot in the Development. The offending party is entitled to such notice and rights to a hearing. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, and costs of collection.

(b) The result of every act or omission whereby any of the provisions contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner and by the Declarant for so long as Declarant owns a Lot.

(c) The remedies herein provided for breach of the provisions contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of an Owner or the Declarant to enforce any of the provisions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(e) Any breach or amendment of the provisions contained in this Declaration shall not affect or impair the lien or charge of any first Mortgage made in good faith and for value on any Lot or the improvements thereon, provided that any subsequent Owner of such property shall be bound by such provisions of the Declaration, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

6.2 **Severability** Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6.3 **Term 1** Unless earlier terminated pursuant to Section 6.5 below, the covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant for so long as Declarant owns a Lot in the Development, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which the term shall be automatically extended for successive periods of ten (10) years unless a declaration of termination satisfying the requirements of an amendment to the Declaration as set forth in Section 6.5 is Recorded.

6.4 **Interpretation** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular

shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

6.5 Amendment Except as provided in and/or subject to the term (a) below, the consent two-thirds (2/3rd) of the Owners of the Lots shall be sufficient to amend this Declaration or the Plat. Notice of the substance of the proposed amendment shall be sent to all Owners at least ten (10) but not more than fifty (50) days prior to the meeting date. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Owners approving the amendments. In such instrument the Owners approving the amendments shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Mortgagees is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

1. The consent of at least seventy-five percent (75%) of the Lot Owners shall be required for any amendment which would terminate the legal status of the Project as a subdivision.

Any amendment authorized pursuant to this Paragraph 6.5 shall be accomplished through the Recordation of an instrument executed by the Declarant or authorized representative receiving authority from at least a majority of the Owners. In such instrument the Declarant or authorized representative shall clarify that the vote required by this Section for amendment has occurred, except for amendments unilaterally made by the Declarant.

Notwithstanding the foregoing, until December 31, 2030, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Declaration or the Plat, or both, as the Declarant, in its absolute and sole discretion deems reasonable, necessity or desirable. Any amendment under this provision shall be accomplished through the recordation of an instrument executed by the Declarant. Approval of the Owners is not required for such amendments. In the event that the foregoing power to amend by the Declarant is declared unenforceable, until all of the Lots in the Property have been sold to purchasers, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable;

- (a) to more accurately express the intent of any provision of this Declaration in light of then existing circumstances, information or mortgage requirements, (b) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or
- (c) to conform this Declaration, or any amendments thereto, to local ordinances, to Utah law, or to the requirements of law of any other jurisdiction or state where the project may be registered, or as may be amended from time to time, or to conform to the underwriters' guidelines of major secondary market investors in order to facilitate the availability of financing.

Declarant may shall have the unilateral right to expand the property subject to this Declaration and any amendments thereto. Such expansion may be accomplished by any means reasonably determined by Declarant, including, but not limited to, recording a Supplemental Declaration or annexation amendment in the Office of the Recorder, describing the real property to be annexed and submitting it to the covenants, conditions and restriction contained herein. Such expansion and any supplemental declaration or annexation amendment shall not require the consent of the Lot Owners. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. During the Declarant's control period, the Declarant may prepare, execute, certify and record amendments to this Declaration on behalf of the Owners. After the Declarant's control period, the Owners may prepare, execute, certify and record amendments to Declaration.

Declarant's Rights Assignable all of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance transfer or assignment

6.6 **Notice** Any notice, including without limitation Notice of a violation of this Declaration, permitted or required to be delivered as provided herein shall be fair and reasonable if given in writing and maybe delivered either personally or by first class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address on file with the Washington County Treasurer's Office (where tax notices are sent).

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, Declarant executed this Declaration on the day of
May 22, 2024

Hurricane Valley Developers, LLC

By:

Its: Manager

On this the 22 day of May, 2024 personally appeared before me Jared Westhoff, who being personally known to me or satisfactorily proved to me, and who being by me duly sworn did say that he is the Manager of Hurricane Valley Developers, LLC and that he executed the foregoing Declaration on behalf of said Hurricane Valley Developers, LLC, being authorized and empowered to do so by the governing documents of said Hurricane Valley Developers, LLC or resolution of its owners, and he acknowledged before me that such Hurricane Valley Developers, LLC executed the same for the uses and purposes stated therein.



Notary Public
My Commission Expires

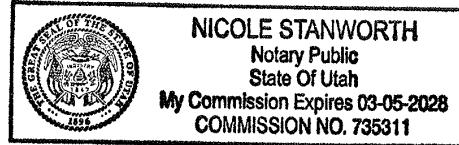


EXHIBIT A
Legal Description

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°31'38"W 591.90 FEET; THENCE NORTH 736.61 FEET TO THE POINT OF BEGINNING; THENCE N89°18'42"W 913.24 FEET TO THE EASTERLY BOUNDARY OF ANTENNA AVENUE; THENCE N31°12'43"E ALONG SAID BOUNDARY 22.07 FEET; THENCE NORTHERLY ALONG THE ARC OF A 512.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 272.92 FEET, THROUGH A CENTRAL ANGLE OF 30°32'28" (LONG CHORD BEARS: N15°56'29"E 269.70 FEET); THENCE N00°40'17"E 251.78 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°01'01" (LONG CHORD BEARS: N45°40'47"E 28.29 FEET) TO THE SOUTH BOUNDARY LINE OF TURF SOD ROAD; THENCE S89°18'42"E 831.16 FEET TO A POINT OF CUSP; THENCE SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 70.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S44°18'42"E 28.28 FEET); THENCE S00°41'18"W 52.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S00°41'18"W, A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 181.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S44°18'42"E 28.28 FEET); THENCE S00°41'18"W 52.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S00°41'18"W, A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 95.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 467,785 SQUARE FEET OR 10.739 ACRES.

H-4-2-11-321, H-4-2-11-322,

H-SHVL-1-1, H-SHVL-1-2, H-SHVL-1-3, H-SHVL-1-4, H-SHVL-1-5, H-SHVL-1-6, H-SHVL-1-7, H-SHVL-1-8, H-SHVL-1-9, H-SHVL-1-10, H-SHVL-1-11, H-SHVL-1-12, H-SHVL-1-13, H-SHVL-1-14, H-SHVL-1-15, H-SHVL-1-16, H-SHVL-1-17, H-SHVL-1-18, H-SHVL-1-19, H-SHVL-1-20, H-SHVL-1-21, H-SHVL-1-22, H-SHVL-1-23, H-SHVL-1-24, H-SHVL-1-25, H-SHVL-1-26, H-SHVL-1-27, H-SHVL-1-28, H-SHVL-1-29, H-SHVL-1-30, H-SHVL-1-31, H-SHVL-1-32, H-SHVL-1-33, and H-SHVL-1-34