

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

GREEN VALLEY SUBDIVISION NO. 5

REQUEST: SOUTHERN UTAH TITLE

BOOK 296 PAGE 442-445  
FILED 7/22 A.D.

BY GREEN VALLEY DEVELOPMENT, INC.  
WASHINGON COUNTY RECORDER'S OFFICE  
RECORDED 23238

PART A. PREAMBLE

GREEN VALLEY DEVELOPMENT, INC., a Utah Corporation, hereinafter referred to as G.V.D., is the owner of the real property described as follows: Lots 1 thru 8 and 10 through 15 (no lot #9, a total of 14 lots) Green Valley Subdivision No. 5 according to the plat filed on record thereof in the Washington County Recorder's Office. G.V.D. intends to sell lots according to the plat filed on record on said real property and said property is hereinafter referred to as the Green Valley Subdivision No. 5, and for the mutual benefit of all lots therein and for the benefit of G.V.D. hereby declares that the Green Valley Subdivision No. 5 is and shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, each of which shall run with the land and be binding on all the parties acquiring any right, title, or interest in the Green Valley Subdivision No. 5 and each of which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands in Green Valley Subdivision No. 5 and thereby enhancing the interest of G.V.D., and the future owners of said lots.

PART B. AREA OF APPLICATION

1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Green Valley Subdivision No. 5 lots 1 through 8 and 10 thru 15 (no lot #9, a total of 14 lots).

PART C. RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height from ground level, except in those lots which have a sloping lot which allows for a walk-out basement, and a private garage for not more than three cars. No carports will be allowed.

2. ARCHITECTURAL CONTROLS. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention that a quality of workmanship and materials be incorporated in the dwelling which are substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet on single story homes and

1200 square feet on a two story home. Roofing materials must be wood shake or tile. No asbestos shingles will be allowed. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 1,000 square feet.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage-facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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 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 improvement for which a public authority or utility company is responsible.

6. 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.

7. TEMPORARY STRUCTURES. No structures of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as residence either temporary or permanently.

8. SIGNS. No sign shall be maintained to the public view on any lot except of a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**231339** 9. OIL & MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

12. DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain which will divert drainage to the lot of another, or any adjoining phases of Green Valley Subdivision, in such a manner as will cause damage.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 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 sufficient height to prevent obstruction of such sight lines.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Alan H. Coombs, Ronald W. Snow, and Blaine Anderson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### PART E. GENERAL PROVISIONS

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1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#### PART F. USE OF PROPERTY

1. No clothing or other household fabric shall be hung outside upon any lot unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles.

2. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure. No machinery or equipment shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence as is enclosed by a fence or

other enclosure which precludes visibility of such machinery or equipment.

3. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground of any lot.

4. Two contiguous commonly owned may be treated by the owner as one lot with no set back line on either side of the side boundary common to both lots. None of the lots within the Green Valley Subdivision No. 5 shall be further subdivided without the prior consent of G.V.D.

5. MAINTENANCE AND WEED REMOVAL. The lots and improvements thereon shall be maintained in a tasteful manner. G.V.D. may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and G.V.D. shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that notice of delinquency is filed for record. The lien may be enforced by G.V.D. in the manner provided by law with respect to a mortgage with power of sale or deed of trust with power of sale, or with respect to the lien of mechanics and materialmen now or with respect to any other lien on real property. In order for the lien to be discharged, the owner of said lot shall pay, in addition to the amount of the lien, all costs and expenses incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorney's fees.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 20 day of September, 1981.

GREEN VALLEY DEVELOPMENT, INC.

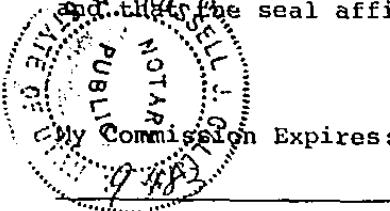
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By Alan H. Coombs  
ALAN H. COOMBS  
President

By Ronald W. Snow  
RONALD W. SNOW  
Secretary

STATE OF UTAH )  
: ss.  
County of Washington )

On the 20 day of September, A.D. 1981 personally appeared before me ALAN H. COOMBS and RONALD W. SNOW who being by me duly sworn did say, each for himself, that he, the said President and Secretary, respectively of GREEN VALLEY DEVELOPMENT, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ALAN H. COOMBS and RONALD W. SNOW each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Russell K. Kallman  
NOTARY PUBLIC  
Residing in:

St. George Utah