

Tax # 3-253-1 thru 10

PROTECTIVE COVENANTS FOR RED HILLS SUBDIVISION,  
RICHFIELD CITY, SEVIER COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

Corey Winkel of Richfield, Sevier County, State of Utah, is the owner of the following described property located in Sevier County, State of Utah, to wit:

LOTS ONE THROUGH TEN, PHASE ONE OF THE RED HILLS SUBDIVISION, a subdivision of Sevier County, State of Utah.

NOW, THEREFORE, said owner (Grantor) hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and 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 and restrictions, as follows, to wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, and designed for more than one family, not to exceed two stories in height, and attached or detached garages, carports, storage or utility buildings, or similar structures. "Family" is defined to mean persons related by blood or marriage, by legal adoption or by operation of law.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications, or sketches and worksheets, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Application for a Building Permit shall not be made until after compliance with the foregoing. No fence, wall, or hedge 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 Section Four (4), Article 11, of these covenants.

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3. DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet for a one-story dwelling and not less than one thousand (1,000) square feet per level for a dwelling of more than one story. No trailer homes or modular homes are to be allowed in this subdivision.

4. BUILDING LOCATION: (A) No building shall be located on any lot nearer than thirty (30) feet to the front lot line.

(B) No building shall be located nearer an interior lot line ten (10) feet.

(C) The provisions of this section may on an individual basis, upon appeal by a lot owner, be modified by the Architectural Control Committee, providing it is determined that there will be no adverse impact on, adjoining lots and providing such modification does not offend existing Richfield City ordinances.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage shall be within 10 feet of each lot line, and no structure, planting, or other material shall be placed and permitted to remain within these easements which may damage or interfere with the installation, and maintenance of utilities.

6. NUISANCES: No noxious or offensive activity, including mining or drilling operations, 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. The owner of each lot shall be responsible for the maintenance thereof, whether or not a dwelling structure exists thereon, and shall be obliged to prevent the growing of any noxious or offensive weeds or the accumulation of any paper, rubbish old machinery or equipment, or trash of any kind, or the accumulation of excessive animal waste which creates a noxious or offensive condition.

7. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent shack, garage, barn, or other outbuildings shall be used at anytime as a residence, either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots without the approval of the Architectural Control Committee, it being the intent hereof that all dwellings and other buildings to be erected on said lots or within said subdivisions, shall be new construction or of comparable quality as to appearance, workmanship, and materials.

No mobile homes or modular homes shall be permitted on any lot.

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot without first receiving approval from the RED HILLS Subdivision Architectural Control Committee prior to display. Said approval shall not be unreasonably withheld.

9. **STREET PARKING:** No bus, trailer, truck, camping vehicle, boat, boat trailer, mobile home, or other vehicle other than standard automobiles and pickup trucks with standard beds, shall be permitted to be parked on any public street within the RED HILLS Subdivision. The intent of this provision is not to prevent the temporary parking of a "prohibited" vehicle belonging to a visitor or guest of the owner of any lot, nor to prevent the emergency parking of a "prohibited" vehicle belonging to any lot owner, but rather to prevent the parking of such vehicles on a regular basis or as a matter of course. No junk vehicles or equipment may be stored on any lot. Junk vehicles shall be defined as vehicles which have been inoperable for more than 90 days.

10. **DWELLING CONSTRUCTION:** In order to promoting harmonious community development and protect the Character of the neighborhood, the following guidelines are set out:

(A) The Architectural Control Committee shall be most favorable toward stone, stone veneer, brick, or brick veneer on any proposed dwelling, also combining the above with stucco.

(B) Location of all storage or utility buildings, garbage and refuse containers, clothes drying lines, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be unduly conspicuous from the frontage street.

11. **FENCE:** Fence shall be masonry, attractive board, or vinyl (no slab fence). All fence to be reviewed by the Architectural Control Committee.

12. **DAMAGE TO IMPROVEMENTS:** The owner of any lot shall be responsible for repair of damage to any street, or other improvement within RED HILLS Subdivision occasioned by his act or the act of his contractor, builder, or agent, wherever such damage occurs. This shall be construed to include replacement where reasonable necessary. Each owner shall be obliged to contractually pass on to his contractor, builder, or agent the responsibility imposed by this provision, though this shall not be construed to relieve said owner of primary liability failing performance by his contractor, builder, or agent.

## ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. **DURATION OF PROTECTIVE COVENANTS:** All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject

to the right of change or modification provided for in this Article, until forty (40) years, and shall as then in force be continued thereafter for successive periods of twenty (20) years each without limitation unless a written agreement is executed by more than two thirds (2/3) of the then record owners in the area of said property with one (1) vote per lot and lot owner, exclusive of streets, by the terms of which agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

2. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way affect the validity of the remaining part or any part, and the same shall remain in full force and effect.

3. ENFORCEMENT: Each and all of said conditions, covenants, and reservations is and are for the benefit of Grantors and each owner of land (or any interest therein), in said property, and they and each thereof shall inure to and pass each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantors. As to each lot owner, the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and the continuance of such breach may be enjoined, abated, or remedied by appropriate proceedings by any such owner of an other lot or parcel in said RED HILLS Subdivision, every act of omission whereby any restriction, condition, or covenant is violated in whole or in part being hereby considered and declared to be a nuisance. Failure by Grantors or any property owner or their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Grantors and any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force, and effect to the terms thereof.

4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee, which is vested with the powers described herein, shall consist of four (4) owners of property within RED HILLS Subdivision, appointed by Grantors or elected by lot owners. All actions of the architectural committee shall be controlled by a majority vote of the members of the committee. Prior to commencement of any excavations, construction, or extensive remodeling or adding to any structure theretofore completed, there shall first be filed with the Architectural Control Committee a complete set of building plans and specifications therefore or sketches and worksheets to be used in construction, together with a block or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the Committee. The Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, the

harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. Application for a County Building Permit shall not be made until after receipt of approval of said Committee or until after expiration of the thirty (30) days, as aforesaid.

The initial architectural committee shall consist of Corey Winkel, and shall be members for a period of at least one (1) year or until they are replaced as hereinafter provided or are no longer lot owners. In June of any year any lot owner may request an election for new members of the architectural committee which election shall be held on July 1 of said year. Each lot owner shall be entitled to vote and voting shall be cumulative, i.e. each lot owner shall be entitled to cast four (4) votes for election of a member or members to the committee. The four (4) persons receiving the highest number of votes shall constitute the new committee.

In the event no requests for election are received, the existing committee shall act for another year. In the event of the resignation or termination of any member during the year, a special election shall be held with voting to be in accordance with the same procedure as hereinabove provided for.

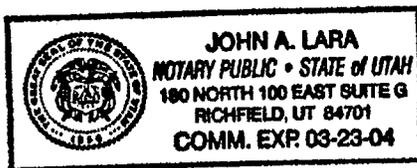
5. ASSIGNMENT OF POWERS: Any and all rights powers of the Grantors herein contained may be delegated, transferred, or assigned. Wherever the term "Grantors" is used herein, it includes assigns or successors in interest of the Grantors.

6. AMENDMENTS OF COVENANTS: These protective covenants and any provision herein may be amended by the affirmative vote of six (6) of the ten (10) lot owners.

  
Corey Winkel

State of Utah  
County of Sevier

On the 11<sup>th</sup> day of February, 2002, personally appeared before me the signer of the foregoing owner's certificate who duly acknowledged to me that they did execute the same.



  
notary Public