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Restrictive Covenants B: 1076 P: 1111 Fee \$57.00
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEGACY ESTATES SUBDIVISION
PHASE #3
CITY OF ENOCH, COUNTY OF IRON, STATE OF UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LEGACY ESTATES, PHASE #3, executed this 17 day of January, 2007, and granted by A & G, L.L.C., located at 4725 North Half Mile Road, Enoch, Utah 84720 (hereinafter "Declarant") affects the property described below and shall be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RECITALS

Declarant is the owner of certain real property (the "properties") in Enoch City, Iron County, Utah, which is more particularly described below.

Declarant will convey the properties subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

It is the desire and intention of Declarant for the property to be used as lots for residential home construction and the respective lot owners to be subject to a Home Owners Association and will be members thereof.

**SECTION 1
DECLARATION**

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map recorded concurrently. This is for the purpose of protecting the value and desirability of the properties. This Declaration and the Map shall be construed as covenants of equitable servitude; shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

The Properties are located in Enoch City, Iron county, Utah and are described as:

BEGINNING AT A POINT NORTH 00°04'24" EAST ALONG THE SECTION LINE 520.60 FEET AND NORTH 89°24'10" WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°24'10" WEST 350.31 FEET; THENCE NORTH 00°04'24" EAST 12.00 FEET; THENCE NORTH 89°24'10" WEST 307.65 FEET; THENCE NORTH 00°05'50" EAST 799.16 FEET; THENCE SOUTH 89°23'42" EAST 19.93 FEET; THENCE NORTH 00°03'54" EAST 649.45 FEET; THENCE SOUTH 89°23'42" EAST 637.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF 600 EAST STREET; THENCE SOUTH 00°04'24" WEST ALONG SAID LINE 1460.52 FEET TO THE POINT OF BEGINNING. *Now known as Lots 43 through 84 Legacy Estates Subdivision Phase 3.*

**SECTION 2
RESIDENTIAL AREA COVENANTS**

1. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION.** Each lot owner in the Subdivision shall be a Member of the Legacy Estates Homeowners Association, Inc. and shall be subject to the rights, duties, and obligations of its Bylaws.
2. **LAND USE AND BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any lot other than in accordance with the provisions of Section IX of the Bylaws of Legacy Estates Homeowners Association, Inc.
3. **ARCHITECTURAL CONTROLS.** No building shall be erected, placed or altered on any lot until all construction plans, specifications, plot plans and samples of exterior colors and materials are approved by the Architectural Control Committee and its procedures in accordance with Section IX of the Bylaws of Legacy Estates Homeowners Association, Inc.
4. **CONSTRUCTION REQUIREMENTS.** During construction of any structure, the land owner is responsible for complying with the provisions of Section IX of the Bylaws of Legacy Estates Homeowners Association, Inc. regarding size of the dwelling, driveways, and the construction time line.
5. **EASEMENTS.** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure will be permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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 the 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 or endanger the health and safety of the public.
7. **LANDSCAPING REQUIREMENTS.** All lot owners shall be subject to a landscaping deposit and are required to install and maintain landscaping throughout the entire front, side and rear yards within one year from the certificate of occupancy, as detailed in Section IX of the Bylaws of Legacy Estates Subdivision.
8. **WALLS AND FENCES.** Walls and fences shall be of quality workmanship. Colors and materials must blend with the exterior of the structure and/or dwelling on the lot. No wire, vinyl or wood fences will be allowed except for decorative purposes.
9. **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 stored out of view from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. **PETS ALLOWED.** No animals, poultry or livestock of any kind shall be raised, bred or kept on the property or any lot, excepting only household pets. Dogs, cats and any other household pets may not be kept for commercial purposes and are restricted to the lot owner's premises.

SECTION

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GENERAL PROVISIONS


1. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons so long as they are a owner of a lot in the subdivision.
2. **ENFORCEMENT.** Enforcement shall be by proceedings of law or in equity against any party or person violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damage.
3. **SEVERABILITY.** Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
4. **AMENDMENT.** These covenants, conditions and restrictions may be amended by the affirmative written consent of 75% of the owners of the lots by filing, in the office of the Iron County Recorder, an appropriate supplemental document showing the necessary consents and amendment to this document.

SECTION 4 USE OF PROPERTY

1. 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 on an approved structure.
2. The lots and improvements thereon shall be maintained in accordance with the Bylaws of Legacy Estates Homeowners Association, Inc.
3. No unused automobile or vehicle will be parked or stored on the street or within the front setback line of the dwelling, as detailed in Section IX of the Bylaws of Legacy Estates Subdivision.
4. No dismantling or major repair of vehicles or other similar objects will be allowed in the development, except inside of a garage or out of the sight of others.
5. Parking on streets is for visitation purposes only. No long term parking on streets will be accepted in the Legacy Estates Subdivision.

SECTION 5 MAINTENANCE OF DWELLING

Each dwelling shall be kept in good condition and maintained in accordance with Section IX of the Bylaws of Legacy Estates Subdivision.

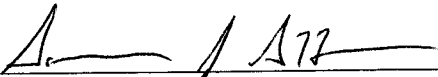
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SECTION 6
AUTHORITY FOR CITY TO REQUIRE ASSESSMENT AGAINST ASSOCIATION

Authority is given to the City of Enoch, Utah to require assessments against the Legacy Estates Homeowners Association.


Dated this 7 day of January, 2007.

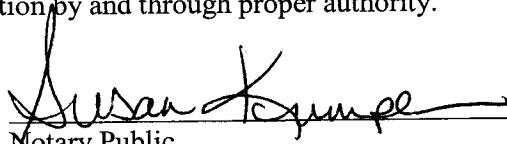
A & G, LLC

By: 
Aaron Alton, Manager

STATE OF UTAH)
 :SS
COUNTY OF IRON)

On the 7 day of January, 2007, personally appeared before me **Aaron Alton**, who being first duly sworn did say that he is the Manager of **A & G, LLC**, a Utah limited liability company and that the foregoing instrument was signed on behalf of said corporation by and through proper authority.

 Notary Public
SUSAN KUMPE
856 S. Sage Dr., Suite 2
Cedar City, UT 84720
My Commission Expires
August 30, 2010
State of Utah


Notary Public

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