

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PADRE CANYON PHASE 6

KNOW ALL MEN BY THESE PRESENTS: That HALL INVESTMENTS L.C., a Utah Corporation, is the owner and developer of the tract of land known as PADRE CANYON PHASE "6" SUBDIVISION in Washington County, State of Utah (see exhibit "A" attached hereto), and does hereby subject said land to the following covenants, restrictions, and conditions; and the acceptance of any deed or conveyance thereof by the Grantee(s) 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. **MINIMUM SQUARE FOOTAGE AND MULTILEVEL RESTRICTIONS:** In no event shall the total finished square living area of any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages, be less than 1250 square feet. The minimum total finished square footage of living area on the first level above ground and located within the area of a foundation for any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages shall not be less than 1250 square feet with the following exceptions: Those residences constructed with a second level of living area above the ground level, commonly referred to as a second story with a minimum of 600 feet of living space on the second story, shall be allowed to have a total finished square footage of living area on the first level of not less than 1000 square feet. Finished square footage of living area shall be defined as living area containing lighting fixtures, permanent floor coverings and painted or paper or vinyl covered walls and ceilings.

3. **TEMPORARY STRUCTURES AND MOBILE HOMES:** No temporary structures nor mobile-home shall be located on any lot excepting the storage of one (1) camper trailer (not to be occupied in any fashion or manner) belonging to the property-owner(s) provided such storage is in the side or backyard area and confined to an enclosed structure or screened from view.

4. **GARAGES:** All residences constructed on any lot in the subdivision shall be constructed with a fully enclosed, private attached or detached garage, built to accommodate not less than two (2), nor more than five (5) vehicles. The minimum size for any such garage shall be 20 feet by 20 feet. The height of the garage door headers shall not exceed 10 feet, subject to the following: one garage door header may exceed 10 feet if there are at least two garage headers not exceeding 10 feet. All garages are subject to an 10' setback from the property line if they are more than 15' taller than the elevation on the adjoining lots. All garages, whether attached or detached, shall be constructed of the same materials as and in harmony and be architecturally compatible with the residence constructed on the lot.

5. **LOT SIZE:** Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no persons shall further subdivide any lot other than as shown on the record plat of said subdivision.

6. **BUILDING LOCATION:** All buildings shall be located on all lots so as not to be in violation of Ivins City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps, encroach upon any other lot.

7. **DRIVEWAYS AND WALKWAYS:** The primary driveway, that is the driveway leading from the street to the garage, and primary walkways, that is walkways leading from the street or driveway to the entrance of the residence, shall be constructed of concrete, tile or brick pavers. All other driveways and walkways shall be constructed of a material commonly used for such purposes, however, in no event shall a driveway or walkway be constructed of dirt, sand, clay or roadbase material.

8. **ROOFS AND ROOFING MATERIAL:** Roofs shall have a minimum 5/12 pitch. Roofing material shall be limited to tile. No asphalt shingles or roof covering will be allowed in any form, with the exception of a strip or pathway of asphalt shingles as may be needed to install and service roof mounted heat pump or air conditioning units, in which event the asphalt shingles shall be of a commercial grade and weight, in a color to match the surrounding roof materials and of a width not exceed two (2) feet on each side of the heat pump or air conditioning unit.

9. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, part or portion of the property, nor shall anything be done thereon which may become an annoyance to the neighborhood.

10. **OIL AND MINING OPERATIONS:** No oil drilling, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in such lot, part or portion of the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion of the property.

11. **LIVESTOCK AND ANIMALS:** Household pets may be kept, provided they are not kept, bred and maintained for any commercial purpose.

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FOR: DIXIE TITLE CO

12. **GARBAGE AND REFUSE DISPOSAL:** No lot, 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 shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot, part or portion of the property.
13. **BUILDING MATERIALS:** No lot, part or portion of the property shall be used or maintained as a 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.
14. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot, part or portion of the property.
15. **BOATS, RECREATIONAL AND MOTOR VEHICLES:** No boats, motorcycles, trailers, buses, motorhomes, campers or other vehicles shall be parked or stored upon any lot except in the side or back yard area and screened from view. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the subdivision. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required.
16. **ANTENNA:** No external radio, television, dish or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or any residence on any lot so as to be visible from the street fronting said lot. Satellite dishes shall only be allowed in backyard areas and only if screened from the view of other lots.
17. **SAFE CONDITION:** Without limiting any other provision of this declaration, each owner shall maintain and keep such owner's lot at all times in a safe, sound and sanitary condition and repair and shall correct any conditions or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.
18. **DOMES STRUCTURES:** No dome structures of any type are allowed.
19. **WALLS AND OTHER BARRIERS:** Walls, fences and barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Permitted materials shall be wood, concrete, poured concrete, concrete block, cinder block, brick, stone, or stucco of a color which blends with the exterior of the structure on the lot, said materials only to be constructed of common wood fencing material and shall be painted, sealed, treated, stained or varnished. No wire mesh is allowed as a fencing material and poured concrete or concrete sections are allowed only if such materials are constructed with a finished surface. Walls and fences shall be erected as to comply with Ivins City ordinances with respect to setbacks and height. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and a state of good repair. The owner's failure to do so may result in action by the City of Ivins to enforce the conditions herein contained.
20. **TIME SHARING PROHIBITED:** Neither the Developer nor the owner of any lot shall allow or permit any form of time-sharing ownership.
21. **LANDSCAPING:** Within six (6) months after completion of construction of the residence upon a lot, the owner shall complete the landscaping in the front yard and side yards of the lot. Within one (1) year from completion of construction, the owner shall complete the landscaping in the backyard of the lot. Landscaping shall include, but not be limited to, the planting of lawn, grass, trees, or other appropriate cover or shrubbery. Landscaping using a desert or arid motif is permitted, subject to compliance with the restrictions contained herein. All landscaping shall be kept and maintained in an orderly and sightly manner, free from weeds and garbage.
22. **SIGNS:** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, part or portion of the property. No sign of any kind, except signs used for the advertisement of a lot or residence for sale or rent, limited to one sign per lot of not more than five square feet in size, shall be used, placed, or displayed to the public view on any lot, part or portion of the property. The above notwithstanding, signs used by the developer to advertise the development and/or initial sale of any lot, part or portion of the property shall be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than 16 square feet in size, advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction, as defined herein.
23. **INOPERABLE MOTOR VEHICLES:** No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, part or portion of the property for period exceeding 30 days, the Developer, or City of Ivins may remove the inoperable motor vehicle after a 10 day written notice. The cost and expense of such removal shall be borne by the lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than 90 days.
24. **TRUCKS AND TRAILERS:** Trailers and motorhomes with a length in excess of 50 feet and trucks of a gross vehicle weight over 10,000 pounds are not allowed to be placed, parked, or stored upon any street, lot, part or portion of the property.

25. SITE REVIEW: Prior to the commencement of construction of any dwellings garage, storage building, fence wall, pool, or other improvements on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by the City of Ivins. The cost of gaining such approval shall be borne by the seeker of such approval.

26. ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS: Solar panels, heat pumps and/or air conditioning units shall be allowed to be mounted on roofs only if they cannot be viewed or seen from street in front of the lot.

27. 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. Any dirt or gravel spilled or dumped on sidewalks and/or streets during any construction or landscaping shall be removed at the costs and/or expense of lot owner and or his contractor, and returned to the then pre-existing condition of the sidewalk and/or street.

28. DISCLAIMER OF LIABILITY: Notwithstanding any information given by Declarant regarding soils and subsurface water conditions whether it be oral, or written, declarant hereby disclaimed any responsibility for soils conditions, and subsequent owners to obtain the necessary engineering information regarding same, before constructing a dwelling or improving said property, and hereby denies any liability therefor.

29. DURATION: All of the covenants and restrictions set forth in this declaration shall take effect at all times against said property and the owners thereof or any subsequent owner(s) 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 said requirements may be altered or changed or modified by a written consent of more than two thirds of the lot owners of said subdivision. Said changes shall not include easement 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 my be deemed necessary to and for the protection of other property owners in the Subdivisions.

30. RIGHTS TO ENFORCE: The provisions contained in this declaration shall be enforceable by the land developer, or by the owner or owners of any lot, or 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 restrictions to be invalid by court proceeding shall not invalidate any other restrictions unless specifically specified. In the event of litigation to enforce the provisions contained in this declaration, the prevailing party shall be entitled to costs and reasonable attorneys fees.

DATED AND ADOPTED:

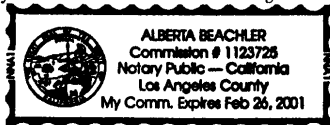
DECLARANT: Hall Investments, L.C.

January 3, 1997

By   
Derek Hall, Managing Member

STATE OF CALIFORNIA )  
XXXXXXXXXXXX )  
 ) ss.  
XXXXXXXXXXXXXXXXXXXX )  
COUNTY OF LOS ANGELES

On the 3rd Day of July, 1997, personally appeared before me Derek Hall, known to me to be a managing member of Hall Investments, L.C., who by me duly acknowledged to me that he executed the same for and on behalf of Hall Investment, L.C., pursuant to power granted to him in the Operating Agreement [or if the case may be, pursuant to power granted by resolution of the Board of Managers of Hall Investment, L.C.].



My commission Expires: 2/26/2001

  
NOTARY PUBLIC

Residing at: Long Beach, CA

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# SURVEYOR'S CERTIFICATE

I, MARK A. SCHRAUT, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 187849, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER'S I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:-

## PADRE CANYON ESTATES PHASE 6

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES S 89°52'29" W 1470.05 FEET ALONG THE CENTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 89°52'29" W 491.18 FEET ALONG SAID CENTER SECTION LINE; THENCE N 11°2'08" E 1054.08 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PADRE CANYON ESTATES PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIFTEEN COURSES: S 88°47'53" E 295.48 FEET; THENCE S 11°54" W 10.00 FEET TO THE POINT OF A 530.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°2'39", A DISTANCE OF 159.20 FEET; THENCE S 73°59'15" W 113.93 FEET; THENCE S 28°37'52" E 114.58 FEET; THENCE S 37°55'37" E 50.63 FEET; THENCE S 28°31'52" E 103.46 FEET; THENCE S 0°07'35" E 141.59 FEET; THENCE N 89°52'25" E 39.02 FEET; THENCE S 0°07'35" E 250.00 FEET; THENCE N 89°52'25" E 11.09 FEET TO THE POINT OF A 275.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°10'37", A DISTANCE OF 5.65 FEET; THENCE S 1°18'12" E 100.08 FEET; THENCE N 89°52'25" E 68.71 FEET; THENCE S 0°07'35" E 124.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.645 ACRES.

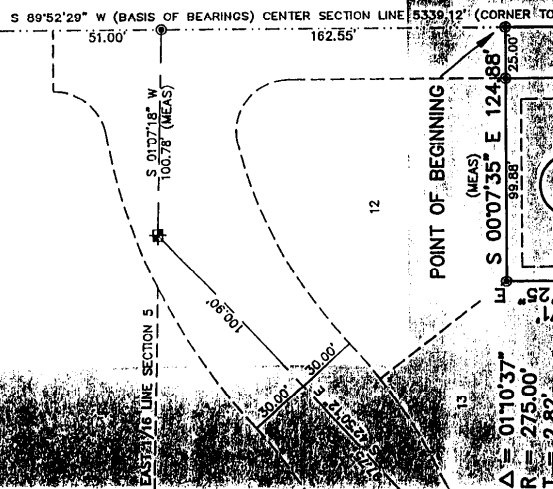
EAST 1/4 CORNER SECTION 5  
TOWNSHIP 42 SOUTH, RANGE 16  
SALT LAKE BASE AND MERIDIAN  
1968 B.L.M. BRASS CAP

BEARING, DISTANCE, AND A 10.00 FOOT  
OTHERWISE NOTED ON THE PLAT.

DISCLAIM ANY RESPONSIBILITY FOR  
DISCREPANCIES, AND ADVISES  
VICE CONCERNING THE SAME.

ST. GEORGE SOUTH ZONE 4303. A ROTATION  
WILL MATCH THE BEARINGS AS

STREET AND/OR RETAIN THE WATER



POINT OF BEGINNING

(MEAS)

S 0°07'35" E 124.88'

25.00'

99.88'

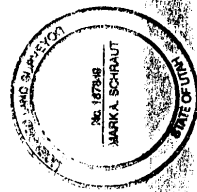
12.00'

DATE: 3/14/97

BUSH AND GUDGELL, INC.

REGISTERED LAND SURVEYOR

UTAH LICENSE NUMBER 187849



Mark A. Schraut

MARK A. SCHRAUT

REGISTERED LAND SURVEYOR

UTAH LICENSE NUMBER 187849

BUSH & GUDGELL, INC.

Planners - Surveyors

1075 WEST 1000 SOUTH, SUITE 200, ST. GEORGE, UTAH 84770

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