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RUSSELL SHIRTS & WASHINGTON CO RECORDER
1998 DEC 28 16:14 PM FEE \$16.00 BY BJ
FOR: ACADEMY TITLE CO

**DECLARATION OF PROTECTIVE COVENANTS FOR DEVELOPMENT
OF
SANTA FE HILLS P.U.D. PHASE 7
A SUBDIVISION OF WASHINGTON COUNTY, STATE OF UTAH**

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. 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 insure to the benefit of each owner thereof.

It is the desire and intention of Declarant to construct twin town homes and sell and convey the same to various purchasers.

KNOW ALL MEN BY THESE PRESENTS: That SANTA FE DEVELOPMENT, LC, Grantor, is the owner of the following described real property located in Washington County, State of Utah, and more specifically described as follows, to wit:

BEGINNING at a point S. 89°43'30" E., along the Section Line, 973.66 feet, and N. 0°00'00" E. 936.88 feet from the Southwest corner of Section 33, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence N. 89°51'54" E. 345.51; thence N. 0°00'55 E. 613.00 feet to the Southeast corner of Santa Fe Hills P.U.D.(Phase 6); Thence along the South Boundary line of said Phase 6, thru the following 3 courses; S. 89°51'54" W. 129.12 feet; thence S. 0°08'06" E. 45.00 feet; thence S. 89°51'54" W. 175.00 feet to the Southwest corner of said Phase 6, and a point on the East Boundary line of Santa Fe Hills P.U.D. (Phase 5); thence S. 89°51'54" W. 43.00 feet; thence S. 0°08'06" E. 120.00 feet to the POINT OF BEGINNING.

Containing 4.206 Acres.

WHEREAS, in pursuance of a plan of development of said property to a residential subdivision to be known as SANTA FE HILLS P.U.D. PHASE 7, the undersigned has divided said property into lots, as more fully set forth in the Subdivision Plat of said SANTA FE HILLS P.U.D. PHASE 7 on file in the office of the Recorder of Washington County, Utah.

WHEREAS, it is the intent and purpose of the undersigned to limit and restrict the type, quality, and use of all structures and other matters now existing or to be placed or used on said property and within said subdivision for the benefit of all of the owners thereof, which said restrictions are and shall be construed as covenants running with said land and shall bind the undersigned, his heirs, executors, and future assigns of said premises, and all persons hereinafter having any interest therein, or any part thereof.

NOW, THEREFORE, in consideration the premises, and as partial consideration for all conveyances hereinafter made by the undersigned in any wise affecting the property and premises located within the said subdivision, the undersigned hereby covenants, agrees and declares that all ownerships and uses of said property hereinafter shall be subject to the following restrictive covenants, to wit:

1. **DIVISION OF LOTS:** No lot in this development shown on the official plat of SANTA FE HILLS P.U.D. PHASE 7 shall be divided, subdivided, partitioned, parceled, or broken up into small lots or units.

2. **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, 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 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.

3. **HOME:** Only site built homes of quality shall be constructed on said above-described premises. They are to be maintained, kept in good repair and painted when required. All homes shall have tile roofs, and split-face block walls 6 feet in height (color to be approved by developer).

4. **DWELLING SIZE:** All homes constructed on above-described premises shall contain at least 900 square feet. Two Bedroom, one bath. One car garage minimum of 230 square feet.

5. **HOME COMPLETION:** All buildings and structures shall be completed no later than one (1) year subsequent to commencement of said construction. Once begun, any improvements, construction, landscaping, or alterations shall be diligently prosecuted to completion.

6. **ARCHITECTURAL CONTROL:** No building, fence or wall shall be erected, altered, placed or permitted to remain on any lot without prior approval of plans and specifications therefor by Grantor. Said plans and specifications shall show the location of the structure on the lot, materials to be used, external design, and locations with respect to topography and finish grade elevation. No fence, wall, swimming pool, or other construction shall be erected or altered on any lot without the approval of Grantor.

7. **COMPLIANCE WITH LAWS:** In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of this subdivision shall be subject to and shall comply with the rules, regulations, and laws passed or otherwise placed into effect by Washington County, State of Utah, and all governmental agencies which have jurisdiction over the properties affected by this subdivision.

8. **DIMENSIONAL COMPOSITION ROOF:** Dura Ridge or Flat Tile.

9. **EXTERIOR:** Vinyl Siding, or Stucco. Brick or stone exterior trim on home.

10. **DRIVEWAY:** Concrete driveway/Concrete Flatwork.

11. **LANDSCAPING:** Sides and Front minimum.

12. **FENCING:** Either 6' White Vinyl Solid fencing or 6' Solid Block Wall Red Color.

13. **ALL OTHER ITEMS SHALL BE:** To city standards, including side yards, front, set backs, etc.

14. **GENERAL USE RESTRICTIONS:** All of the properties which are subject to this Declaration are hereby restricted to residential dwellings, and building in connection therewith. All buildings or structures erected in the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties. After the initial construction on a lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that lot. No building or structure of a temporary character, trailer, tent, camper, shack barn or other outbuilding shall be placed or used on any lot any time, without approval of Douglas L. Chamberlain - Declarant.

15. **EASEMENT GRANTED TO HURRICANE:** An easement is hereby granted to Hurricane to maintain and repair Roads. The easement shall not be encumbered by any trees, shrubs, building obstructions or any other appurtenances, and shall include up to 2 ½' back from curb.

ARTICLE I
TERM, DURATION & ENFORCEMENT

1. **DURATION OF RESTRICTIONS:** All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue in full force and effect at all times against said property and owners thereof, subject to the right of change or modification provided for in this Article, until twenty-five (25) years, and shall as then in force be continued for a period of twenty (20) years, and thereafter for successive periods of twenty-(20) years each without limitation, unless, a written agreement is executed by the then record owners of more than two-thirds (2/3) in area of said property with one vote per lot, be placed on record in the Office of the County Recorder of Washington County, by 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 subject thereto, in a manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in a manner herein provided for, by mutual written agreement with not less than two-thirds (2/3) of the then owners of record title of said property with one vote per lot, duly executed and be placed on record in the Office of the County Recorder of Washington County, Utah. Vote to be taken no sooner than fifteen (15) days after one hundred percent (100%) of said lot owners have been fully informed in writing of any such changes. Proposed changes in these restrictions requiring approval as aforesaid must be submitted in writing to all lot owners, by mail addressed to their addresses as shown in the record of the Washington County Recorder. Voting on any such proposed changes may be by mail.

2. **ENFORCEMENT:** Each and all of said conditions, covenants, and reservations is and are for the benefit of each owner of land (or any interest therein) in said property, and they and each thereof shall inure to and pass with each and every parcel of said property, and shall apply to and bind the respective Grantor of any part or portion of said property by acceptance of a deed or incorporation, the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, and reservations. 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 at law or in equity by any such owner of other lots or parcels in said property of the Santa Fe Hills P.U.D. Phase IV, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value, provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. **RIGHT TO ENFORCE:** The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by Grantor, by the owner or owners of any portion of said property, each of their legal representatives, heirs, successors, and assigns, and failure by Grantor, or any other property owner, or legal representatives, heirs, successors, and assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed waiver of the right to do so thereafter.

ARTICLE II
GENERAL PROVISIONS

1. **COMPLIANCE WITH LAWS:** In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of this subdivision shall be subject to and shall comply with the rules, regulations, and laws passed or otherwise placed into effect by Washington County, State of Utah, and all governmental agencies which have jurisdiction over the properties affected by this subdivision. Every act or omission, whereby any restriction, condition, or covenant in this declaration set forth, if violated in whole or in part is

