When recorded mail to: LeGrande Spilsbury 2500 West State Street Hurricane, Utah 84737

U O 6 1 6 0 9 3 BK 1253 PS 0208
RUSSELL SHIRTS \* WASHINGTON CO RECORDER
1998 SEP 02 12:04 PM FEE 12.00 BY DKR
FOR: UNITED TITLE SERVICES

## REVISED PROTECTIVE COVENANTS FOR LEGRAND HEIGHTS SUBDIVISION PHASE 5

A Subdivision located in the City of Hurricane, County of Washington, State of Utah

## KNOW ALL MEN BY THESE PRESENTS:

That SPILSBURY LAND & LIVESTOCK, a Utah Limited Partnership, is the owner of the following described property, hereinafter referred to as the "Property", located in Hurricane City, County of Washington, State of Utah.

## LEGRAND HEIGHTS SUBDIVISION PHASE 5 AMENDED

according to the official plat thereof on file in the Office of the Washington County Recorder;

and it is the intention of the Developer to make the following two amendments to the Protective Covenants recorded August 14, 1995 as Entry No. 507280 in Book 928 at Pages 85-88, and Revised Protective Covenants as recorded July 9, 1997 as Entry No. 570929 in Book 1115 at Pages 232 of Official Washington County Records.

SECTION 2. ARCHITECTURAL CONTROL: No single-family unit shall be less than (1800) square feet in size on the main level. Two level units must have (1000) square feet on the main level, exclusive of garages. At least a two car garage and with finished, hard surface, driveway thereto is required, and may be either attached or detached. Single-family units shall provide for the off-street parking of not less than two vehicles. All vehicles must be parked on lot and recreational vehicles must be parked to side of home and behind the front setback.

REVISED PROTECTIVE COVENANTS DEGRAND HEIGHTS PHASE'S AMENDED PAGE -2-

00616093 BK 3253 PS 0209

SECTION 13. PARKING: No vehicle shall be parked on the easement of the described streets for any period longer than twenty-four (24) hours. No vehicle of a commercial, construction, or freight nature shall be parked upon any lot, or street, except for those vehicles used in the initial construction or future alterations of residences, or those used in the moving of personal property, and then only for a reasonable period to complete such business. All boats and recreational vehicles shall be parked on lot, to side of the home and behind the front setback and all vehicle maintenance shall be performed in the garage.

DATED this 28th day of August, 1998.

SPILSBURY LAND & LIVESTOCK, a Utah Limited Partnership

BETTE LU SPILSBURY

STATE OF UTAH

COUNTY OF WASHINGTON

On this 28th day of August, 1998, personally appeared before me BETTE LU SPILSBURY, who being by me duly sworn did say that she is the General Partner of SPILSBURY LAND & LIVESTOCK, a Utah Limited Partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of the Articles of said Partnership, and the said BETTE LOSPILSBURY duly acknowledged to me that said Partnership executed the same.

LYNETTE Y. BINGHAM MOTARY PUBLIC - STATE d'UTAH 229 E. ST. GEORGE BLVO: \$200 ST. GEORGE, UT \$4770 COMM. EXP. 4-28-2001

Notary Public