

When recorded, mail to: Legacy Hills Investments, LLC 270 North 600 East Salem, UT 84653

Serial No.: 29:061:0072

ENT 18019:2023 PG 1 of 9 ANDREA ALLEN UTAH COUNTY RECORDER 2023 Mar 23 2:20 pm FEE 40.00 BY MG RECORDED FOR LEGACY HILLS INVESTMENTS

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS,

KNOW ALL MEN BY THESE PRESENTS:

That Legacy Hills Investments, LLC ("Declarant"), is the owner of the following described property located in Salem City ("City"), County of Utah, State of Utah (the "Property"):

AND RESTRICTIONS AFFECTING LEGACY HILLS SUBDIVISON

See Exhibit A.

That it is the Declarant's desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions.

That the Property covered by said covenants has been platted and is designated and known as Legacy Hills Subdivision (the "Subdivision"), that a plat thereof was accepted by the Salem City Council and the Mayor of Salem City and has been recorded in the office of the County Recorder of Utah County ("Plat").

That Legacy Hills Investments, LLC, is the sole owner of all the land located in the Plat, excepted the portion thereof dedicated as public streets and other utilities.

NOW THEREFORE, all of the lots shown on the Plat of the Subdivision are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording: provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods often (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

1. **DWELLING QUALITY AND SIZE:**

- 1.1. The overall intent of the exterior architectural guidelines is to maintain a basic level of visual continuity in the community while avoiding sameness and repetition. All lots shown on the Plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two stories in height, in addition to a basement and private garage for not less than three (3) cars, except any dwelling on 1220 East may have a two (2) car garage as approved by committee. Carports will not be allowed. Small storage sheds may be built on small lots and large sheds/garages on larger lots if designed to match the style of the home and approved by Salem City and Architectural Control Committee ("Committee").
- 1.2. For a single-story dwelling, the finished area above grade will not be less than One Thousand Eight Hundred (1800) square feet on the main floor, exclusive of open porches

and garages. Total living space will not be less than Three Thousand Six Hundred (3600) sq ft. All homes must have a minimum of a 6/12-pitch roof and no less than a 2 x 8 fascia board.

- 1.3. For a two-story dwelling, the finished area above grade will be not less than One Thousand Six Hundred (1600) square feet on the main floor exclusive of open porches and garages. Total living space will not be less than Three Thousand Eight Hundred (3800) sq ft. Height cannot exceed more than 35 feet from garage floor elevation to the peak of the roof unless approved by the Committee and City. All homes must have a minimum of a 6/12-pitch roof and no less than a 2 x 8 fascia board.
- 1.4. Dwellings will be constructed in the traditional ranch architectural style. "Mid Century," "Contemporary," or "Modern" designed homes will be evaluated and approved by the Committee on a case-by-case basis in its discretion. These types of homes should try to adhere to the Roof Pitch guidelines wherever possible.
- 1.5. OTHER STYLES OF HOMES: Four (4) Level Splits and Split Entry's (Bi-Levels), will not be permitted in this Subdivision. No modular homes, round homes, octagon homes, prefab homes or prebuilt homes, all-wood homes, all aluminum homes, log homes, mobile homes, steel homes, concrete homes, or any other type of homes of this nature shall not be built or erected in this Subdivision.
- 1.6. All structures shall have at a minimum, brick, or rock wainscoting on no less than the front and sides of the home's exterior. Wainscoting must be at least 32" above foundation. The balance of the exterior shall consist of brick, stone, stucco and or Hardi plank siding with aluminum soffit and fascia. Tung and groove Wood Soffit can be used under open covered patios and decks. Hardi plank siding may be used for accent design also. All exterior colors and materials must be brought into Legacy Hills Investments, LLC, LLC, at 270 North 600 East, Salem, UT 84653 ("Committee Address") for the Committee to approve all exterior color schemes and the preference of the Committee will be to utilize moderate tone color schemes and low maintenance exterior materials. White may be used for window frames, soffit and fascia, rain gutter, doors and trims and Hardi Plank Siding or similar only.
- 1.7. The top of any structures (home or outbuildings) foundation will not exceed 4 (four) feet above the back of sidewalk at the highest elevation of the sidewalk of the property upon which the structure is built.
- 1.8. Any deviation from or modification of this Section 1 shall be by way of unanimous consent of the Declarant and the Committee.

2. <u>SPECIFICATIONS</u>:

2.1. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by the Committee in advance of the commencement of construction. All designs, elevations and slopes of building lot must be approved by the Committee prior to construction. The owner and contractor will be responsible for any problems occurred from their design or elevations. All lots must slope away from home. All water needs to be maintained on your building lot. Channel for run off for large rainstorms are required to drain water from lot to lot in an open area, retention areas or into the road.

- 2.2. Easements for installation and maintenance of utilities are reserved as noted on the recorded Plat. Within these easements no structure or other materials shall be placed or 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, if any, for which a public authority or utility company is responsible.
- 2.3. All setbacks shall conform to City requirements.
- 2.4. All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the proposed location on the lot or lots, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. A PDF file of the complete set of plans and specifications shall be delivered to the Committee at the Committee Address together with proof of approval from governmental agencies involved for any and all proposed improvements. No building or structures shall be altered, placed, or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of home, elevations of the building, drainage of the lot, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained together with the proposed construction material, color schemes for roofs and exteriors thereof.
- 2.5. When plans are submitted the Committee shall approve or disapprove plans, specifications, and details. One (1) printed set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned to the person submitting them and the PDF copies thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans that are not in accordance with all of the provisions of this Declaration; or if the design or color scheme of the proposed buildings or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to veto by a two-thirds vote by all the property owners, based on one vote per Declarant and one vote by owner of each recorded lot. Developer will have one vote for each lot owned.
- 2.6. The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specification.
- 2.7. No improvements shall be built unless they conform to all laws, ordinances, and requirements of the Federal, State, and local governing authorities.
- 2.8. Buyers of the individual lots will begin construction or otherwise improve their respective lots within 36 months of closing on the unimproved lot.
- 2.9. Declarant shall have a first right of refusal at the original sales price should Buyer sell the purchased lot within the first 36 months without having constructed a dwelling on it.

3. MAINTENANCE:

- 3.1. All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process. Contractors must pay to the Committee a \$400.00 deposit against the cleanup process. If a contractor does not cleanup all refuse within one week after the closing of the long-term financing, then the deposit will be used for that purpose. Additional costs will be billed to contractor(s) on each individual lots for clean-up costs in excess of the deposit. Said funds will be released after inspection. In the event of cold weather, the property shall be cleaned within a reasonable time (not more than 30 days) after the last frost.
- 3.2. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.
- 3.3. Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.4. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the Subdivision as a whole. Sidewalk, parkway, curbs, and gutters must be kept clean, unobstructed and in good repair.
- 3.5. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence construction and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property lines. Any disturbance of the property on any side of the lot being built on, caused either by the owner or his contractor(s), shall be cleaned and repaired by the owner or his contractor, prior to the closing of the owner's loan(s). The builder must use approved materials to bridge or cross over concrete walks and curb. The builder will be responsible to keep walks, curbs, and roads clean in front of their lot. Builders will be responsible for any broken concrete walk on curbs in front of their lot and will be held responsible to repair any broken concrete before final inspection. Builders will be fined if they cross other curb and walk in this subdivision, \$250.00 for each crossing, plus any repairs.
- 3.6. The landscaping shall be completed within twelve (12) months of receipt of the certificate of occupancy for the home constructed on the lot.
- 3.7. All roofs must be of 30-years architectural fire-halt, heavy-duty asphalt roof or equivalent. Any metal or tile roof must be approved by the committee prior to construction.
- 3.8. Homeowner shall be responsible to maintain the planter strip between the city sidewalk and the curb, also sidewalks and gutters must be kept clean from dirt, weeds, and snow during construction and after by owner. Trees will not be allowed in planter strips along 1280 South Street. In all other lots, Homeowner shall plant a minimum of two (2) trees in the planter strip for an interior lot and one (1) tree in the planter strip of a cu-de-sac lot.

The trees will need to be 2" caliper and be ornamental trees similar to flowering pear and must be planted within twelve (12) months from when the final inspection is completed on a home. Homeowner shall also be permitted to plant shrubs, ornamental grasses, and flowers. Other than ornamental grasses, grass will not be allowed in the planter strip. Landscaping bark or concrete will not be permitted in the planter area between sidewalk and curb. Landscape rock is expressly permitted. Expansion board must be used between driveway and city sidewalk on both sides of drive approach between curb and gutter and city sidewalk.

4. RESTRICTIONS ON USE:

- 4.1. 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. The processing of soil and rock on the subdivision property by the developed is part of the developing and process of preparing lots for market.
- 4.2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Large or small storage structures will be allowed according to the city codes and must follow the same color pattern as the residential home on the same building lot.
- 4.3. No animals, livestock of any kind shall be raised or kept on any lot, except that dogs, cats, and other domesticated household pets (pot-belly pigs are not considered a domesticated household pet) may be kept provided that they are not kept or maintained for any commercial purpose. Furthermore, all pets kept outside must be restrained in a humane and sanitary manner. Kennels runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighboring dwelling. If outdoor pets are not completely confined to a kennel, run or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers or allowed to run free in the neighborhood. The Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or any other animal.
- 4.4. No automobiles, trucks, campers, trailer, boats, equipment, recreational vehicles (RV's), motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 48 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice to the owner of the violation or where the owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle(s) or equipment parked on the street in violation of this provision. Any such vehicles, RV's or equipment may be towed away, at the owner's expense. No vehicles, RV's or equipment may be kept or stored on any lot unless stored inside a garage or on the side of or behind a fence, garage or building.
- 4.5. Fences. No lot line fence over six (6) feet high will be allowed. Vinyl, wrought iron, brick, block, precast concrete fences are allowed. Wood fences will not be allowed. Fences will be the responsibility of all neighbors to work out together on colors and installation. All grades and drainage must be worked out between neighbors. If there are any problems between neighbors in deciding elevations, Committee members can be used to give advice and guidance on what will need to be done and homeowners will abide by their decision. All grades will need to be considered and followed at the time of plan approval.

- 4.6. Swamp coolers will not be allowed.
- 4.7. Solar homes with solar panels will be permitted but must be approved by the City and the Committee. Solar panels must be placed on the side or rear facing roof lines. No Solar panels will be permitted on the front facing roof.
- 4.8. No short-wave radio antennas will be allowed. All T.V. antennas and vent pipes must be placed on the back or side of roof so that very little of the antenna can be seen from the street location. Large satellite antenna systems (dish) cannot be placed or installed in front or side yards. A small satellite dish should be sight obscured from the front street location as much as possible. All vent pipes extended from roof must be painted close to the color of roofing.
- 4.9. No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business activities in the Subdivision, and the unobtrusive nature of the proposed activity as to the other property owners. Notwithstanding the foregoing, nothing herein bars an owner from telecommuting from a home office.
- 4.10. Not more than one (1) family unit will be maintained on each lot within the Subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner in correlation with city codes.

5. ENFORCEMENT RIGHTS:

- 5.1. If the owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision or the Committee may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent his/her or them from so doing and to recover damages caused by such violation, together with attorney's fees, and costs of court.
- 5.2. The failure to enforce any right under this Declaration shall not constitute a waiver of any right to enforce such right at a future date.

6. ARCHITECTURAL CONTROL COMMITTEE:

6.1. The initial Committee is composed of:

Karen Larsen Jonathon F. Cope Stanley Davis Pat Doty Earl M. Davis

6.2. When all of the lots within the Subdivision have been sold by Declarant, the structure of the Committee may be enlarged, at the discretion of the Committee to include not less than three (3) nor more than five (5) duly elected property owners. After all lots have been sold,

- at the discretion of the Declarant and property owners, they may comprise a committee to enforce the covenants if so desired.
- 6.3. Members of the Committee shall be elected to one year term at the annual meeting of the property owners in the Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 75% approval vote of the property owners.
- 6.4. Committee members shall carry out their responsibilities hereunder in a reasonable manner; they shall incur no liability for costs or expenses arising out of the claims of any property owner(s).
- 6.5. Following completion of the Declarant Control Period, membership in the Committee shall be limited to property owners only, as long as at least three property owners' consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual (s) may be voted upon for membership on the Committee.

7. DECLARANT CONTROL PERIOD:

- 7.1. "Declarant Control Period" means the period commencing on the date of the recording of this Declaration and ending on the earlier of (i) thirty (30) years from the date this Declaration is recorded; (ii) one (1) year from the date Declarant no longer owns any property within the Subdivision and the final certificate of occupancy has been issued for the final home to be built in the Subdivision; or (iii) such date on which Declarant elects to terminate the Declarant Control Period by providing written notice to the Committee.
- 7.2. Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first lot. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration; provided, however, any such amendment shall not materially adversely affect the title to any owner's property unless any such owner shall consent thereto in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any lot without the consent of the affected owner. Such amendments may include, but are not limited to, changing the nature or extent of the uses to which such property may be devoted.
- 7.3. During the Declarant Control Period, the Declarant shall have the sole right to appoint the members of the Committee.

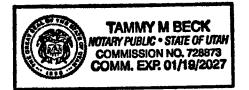
8. GENERAL PROVISIONS:

8.1. Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than 75% of the property owners within the Subdivision.

- 8.2. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these covenants are recorded. (Extension provisions cited in the preamble to these covenants.)
- 8.3. This Declaration is for owners to use as a guideline to govern themselves in maintaining their property in a neat and uniform manner.
- 8.4. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by an arbitrator or court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by this Declaration.
- 8.5. <u>Severability</u>. Any determination by any arbitrator or court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

IN WITNESS WHEREOF, Earl Davis, of Legacy Hills Investments, LLC, has executed this Declaration on the 22 day of May 2, 2022.23 MB

On the <u>John</u> day of <u>Month</u>, 2022, personally appeared before me <u>Cand Month</u> the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and was authorized to do so on behalf of the Declarant.



JAMMY M. BUK NOTARY PUBLIC

EXHIBIT A LEGAL DESCRIPTION

LEGACY HILLS PLAT "A" BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES N89°45'13"E 30.73 FEET ALONG THE OUARTER SECTION LINE AND SOUTH 0.14 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE N89°47'58"E 1271.14 FEET; THENCE S00°22'09"E 65.44 FEET; THENCE S89°37'51"W 46.00 FEET; THENCE NORTHWESTERLY 18.77 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 89°37'20", THE CHORD BEARS N45°10'49"W 16.91 FEET; THENCE N89°59'29"W 262.00 FEET; THENCE SOUTHWESTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTAL ANGLE OF 90°00'31", THE CHORD BEARS \$45°00'15"W 16.97 FEET; THENCE N89°59'06"W 66.00 FEET; THENCE NORTHWESTERLY 18.78 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 89°39'55". THE CHORD BEARS N44°49'57"W 16.92 FEET; THENCE NORTHWESTERLY 2.08 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE OF 0°30'39", THE CHORD BEARS N89°24'35"W 2.08 FEET; THENCE N89°09'16"W 123.90 FEET; THENCE NORTHWESTERLY 1.27 FEET ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°26'10", THE CHORD BEARS N89°22'21"W 1.27 FEET; THENCE SOUTH 609.49 FEET; THENCE S89°44'50"W 84.75 FEET; THENCE S89°46'15"W 202.80 FEET; THENCE S89°49'12"W 440.33 FEET; THENCE N00°34'02"W 659.53 FEET TO THE POINT OF BEGINNING. CONTAINING 11.75 ACRES OF LAND.

LEGACY HILLS PLAT "B" BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES N89°45'13"E 765.13 FEET ALONG THE OUARTER SECTION LINE AND SOUTH 50.74 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTHEASTERLY 1.27 FEET ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°26'10", THE CHORD BEARS S89°22'21"E 1.27 FEET; THENCE S89°09'16"E 123.90 FEET; THENCE SOUTHEASTERLY 2.08 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°30'39", THE CHORD BEARS S89°24'35"E 2.08 FEET; THENCE SOUTHEASTERLY 18.78 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGH THROUGHT THE CENTRAL ANGLE 89°39'55" THE CHORD BEARS S44°49'57"E 16.92 FEET; THENCE S89°59'06"E 66.00 FEET; THENCE NORTHEASTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 90°00'31" THE CHORD BEARS N45°00'15"E 16.97 FEET; THENCE S89°59'29"E 262.00 FEET; THENCE SOUTHEASTERLY 18.77 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO TEH RIGHT THROUGH THE CENTRAL ANGLE 89°37'20" THE CHORD BEARS S45°10'49"E 16.91 FEET; THENCE N89°37'51"E 46.00 FEET; THENCE S00°22'09"E 594.23 FEET; THENCE S89°45'46"W 261.12 FEET; THENCE N89%%D42'45"W 62.87 FEET; THENCE S89%%D44'50"W 217.00 THENCE NORTH 609.49 FEET ALONG THE EAST BOUNDARY OF LEGACY HILLS PLAT "A" TO THE POINT OF BEGINNING. **CONTAINS 7.48 ACRES.**