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Gary Christensen Washington County Recorder
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IVERSON

ANGELL HEIGHTS ESTATES
PHASE 5

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

KNOW ALL BY THESE PRESENTS

WHEREAS, certain covenants and building and use restrictions must be established and observed to ensure harmonious relationships, protect property values, eliminate hazardous conditions, and preserve the natural beauty of the area, wherever persons reside in the close proximity to one another.

NOW THEREFORE, Spendlove Development Trust as owners and developers of Angell Heights Estates, hereby decree that all of said property held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in the furtherance of the plan for the subdivision, improvement and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value desirability and attractiveness of said property and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein and their heirs, executors, administrators successors and assigns shall constitute their covenant and agreement with the undersigned and with each others, to accept and hold said property or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, 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 habitable structure, with the exception of an attached or detached casita which another family can live or stay in based upon Hurricane City ordinances. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above ground level. All detached buildings such as storage sheds, workshops, garages, etc. shall be of the same design and constructed of the same materials as the residence. Metal sheds will be allowed after review and approval by the Architectural Committee. All construction shall be of new materials, except that used brick may be used so long as it conforms with the building and subdivision ordinances of Hurricane City. All structures shall be constructed in accordance with the prevailing zoning and building ordinances of Hurricane City.
2. **Building Location:** No dwelling shall be located on any lot closer at any point than twenty-five (25) feet from the front property line as measured from the base of the foundation of each dwelling to the front property line. No dwelling shall be located closer than ten (10) feet to any rear property line, nor closer than ten (10) feet to any side property line. Corner lots shall meet the front yard set-back requirement on the street sides of the property. For purpose of the covenant, eaves, steps and open porches shall not be considered as part of the building for purposes of determining such distances;

however, this paragraph shall not be construed to permit any portion of any building on the lot to encroach upon another lot.

3. **Driveways**: Driveways shall be constructed out of concrete or other approved hard materials. Driveways consisting of cinder, sand, gravel or dirt shall not be permitted on any lot. Except for access to the backyard
4. **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, planting 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 or 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 lot, except for those improvements for which a public authority or utility company is responsible.
5. **Temporary/Permanent Structures**: No structure such as: travel trailer, mobile home, modular/manufactured home, bus, basement, house, tent, shack, garage or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any of the said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.
6. **Landscaping**: All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. All front yards will be fully landscaped within one (1) year after occupancy. Undeveloped lots shall be kept free of all tall weeds by the owner of said lots. Should excessive growth occur, the owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time another owner, the developer or the City of Hurricane may order such correction effected, the expense of which shall be charged to the owner of the undeveloped lot or lots. Lots 6-13 in Phase 5 are to be xeriscaped.
7. **Garbage and Refuse Disposal**: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such material shall be kept in clean and sanitary condition.
8. **Walls and Fences**: Further, any wall or fences erected must be approved in advance by the Architectural Control Committee.
9. **Architectural Controls**: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structure

have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No chain link fencing will be permitted. No single family unit shall have less than one thousand six hundred (1,600) square feet in size on the main level, and not less than one thousand four hundred (1,400) square feet in size on the main level in a two story home, exclusive of garages and carports. At least a two car garage shall be required and can be either attached or unattached to each dwelling. Roofing materials must be wood tile or metal. Built up roofs are acceptable with the approval of Architectural Control Committee. No asphalt shingles will be allowed, except Architectural Blend 25-year shingles. One hundred percent (100%) masonry veneer is acceptable for exterior walls and wall coverings. Metal siding, vinyl siding, stucco, are also acceptable for exterior walls and wall coverings. The color of siding needs to be approved by the committee. Maximum height of the home shall be 25' only if there is a home to the East of said home. All exterior items such as T. V. antennas, satellite dish, etc. shall be on the back or side of the home.


10. **Inoperable Motor Vehicles.** Trailers, Motor Hpmps: Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the developer or other lot owners residing on said street or road may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach as valid lien in favor of the persons, entities of parties causing such removal. For the purposes of this section "inoperable motor vehicles" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks. All such vehicles shall be kept inside the garage.
11. **Damages:** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents of any particular lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be done by the purchaser or owner.
12. **Animals:** Dogs, cats, and other household pets shall not be allowed to roam unattended throughout the development.
13. **Nuisances:** Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. **Violation Constitutes Nuisance:** Every act or omission, whereby any restriction, condition or covenant as set forth in the declaration, if violated in whole or in part is

declared to be and shall constitute a nuisance, and may be abated by the developer, affected property owners or by the City of Hurricane, and such remedy shall be deemed to be cumulative and not exclusive.


15. **Duration:** All of the covenants, conditions and restrictions set forth in this declaration shall take effect upon the recording Of same, and shall continue and remain in full force and effect at all times against said property and the owners thereof or any subsequent owners 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 following the initial twenty (20) year period, said requirements may be altered or changed or modified by a written agreement of not less than three-fourths (3/4) of the lot owners of said subdivision. Such changes shall not include easements or other dedicated to public use.
16. **Rights to Enforce:** The provisions contained in this declaration shall be enforceable by Architectural Committee. In addition, the City of Hurricane may enforce the terms of this declaration rather than the terms of the subdivision building and zoning ordinances. Failure to enforce any of the restrictions included in this declaration shall in no manner prevent enforcement of any or all of the restrictions contained herein. The declaration of any restriction to be invalid by court proceeding shall not invalidate any other restriction, unless specifically specified by said court. In the event any covenant, condition, or restriction included herein is inconsistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of Hurricane, the city ordinances shall govern.
17. **Architectural Committee:** The architectural committee which is vested with the powers described herein consist of three persons: Prior to the commencement of any excavations, construction or remodeling or adding to any structure therefore completed, there shall first be filed with the architectural committee a complete set of building plans and specifications therefor, together with a block or plot plan indication the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants or otherwise approved by the committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after submission then said approval shall not be required. When all lots in said tract have been sold by the Grantor/Developer, said plans and specifications shall be approved by the architectural Committee appointed by a majority of owners of said lots (see Exhibit A).
18. **Exempt:** The Developer is exempt from all constraints in this Declaration.
19. **Assignment of Powers:** Any and all rights and powers of the grantor herein contained may be delegated, transferred or assigned.

20. **Nearby Farming Operation:** It is known and understood by the buyer that there is an existing farming operation nearby that sprays pesticides at periodic intervals through the growing season and will continue to do so for the foreseeable future.

IN WITNESS THEREOF, the undersigned, being the developers have hereunto set their hands this 4 day of 27, 2022



Julie Iverson, Trustee
Spendlove Development Trust



Loren Spendlove, Trustee
Spendlove Development Trust

Exhibit A

For tax ID: H-AHE-5-1
H-AHE-5-2
H-AHE-5-3
H-AHE-5-4
H-AHE-5-5
H-AHE-5-6
H-AHE-5-7
H-AHE-5-8
H-AHE-5-9
H-AHE-5-10
H-AHE-5-11
H-AHE-5-12
H-AHE-5-13

Legal description: all of lots One (1) through thirteen (13), ANGELL HEIGHTS SUBDIVISION Phase 5, according to the official plat thereof, on file in the office of the recorder of washington county, state of utah.