

**RESTRICTIVE COVENANTS
SANTA CLARA HEIGHTS PLAT Q**

KNOW ALL MEN BY THESE PRESENTS: That **SANTA CLARA HEIGHTS, INC.**, a Utah Corporation, is the owner and developer of the tract of land known as **SANTA CLARA HEIGHTS, PLAT "Q" SUBDIVISION**, in Washington County, State of Utah, and said Corporation and individuals do 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. **ARCHITECTURAL CONTROL:** No specific style or pattern or construction of dwelling units. However, no single-family unit built as a single level home or with a basement shall be less than Fourteen hundred (1400) sq ft. in size on the main level, exclusive of garages. However, if the single-family unit has a minimum of 600 sq ft. of living space at the upstairs of a two-story unit then the minimum square footage of the Main level will be twelve hundred fifty (1250) sq ft. At least a two-car garage with finished 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 (2) vehicles. This covenant shall be interpreted for Tri-level homes as being 1400 square feet on the two uppermost levels.

3. **BUILDING LOCATION:** No dwelling shall be located closer at any point than twenty-five (25) feet from the front property 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, no closer than eight (8) feet to any side property line, provided that a minimum of twelve (12) feet shall be maintained on at least one side of the dwelling. Corner lots shall meet the front-yard setback requirements on the street side(s) of the property.

4. **PREFABRICATED, TEMPORARY STRUCTURES AND MOBILE HOMES:** No prefabricated, temporary 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 confined to the rear yard, or garage area.

5. **RE-SUBDIVISION OF LOTS:** No lot in this subdivision can be re-subdivided into smaller lots.

6. **SIGNS:** No property owner shall construct or display any sign on any lot except as provided herein: A name-sign not to exceed one (1) square foot in size, or a "for sale" or "for rent" sign not to exceed two (2) square feet in size shall be permitted.

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7. **REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, inoperable vehicles, or other waste material. Such trash shall be kept in sanitary containers and regularly disposed of in a proper manner.

8. **ANIMALS:** No animals or livestock may be kept or maintained on the premises except for domestic pets such as dogs and cats. These animals may be kept provided they are not maintained or bred for commercial purposes.

9. **WATER SANITATION:** No individual water supply system shall be used or permitted to be used in this subdivision. No septic tanks to be allowed, and all property owners shall attach all sewage lines to the public system at individual property owner's expense.

10. **WALLS, FENCES, AND HEDGES:** All walls and fences shall be kept in good repair and no fence, wall, or hedge shall exceed an overall height as measured from the top of the footing to the top of the fence, wall or hedge in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard setback area. There shall be no fence(s) along roadway or streets. All fences shall conform to Santa Clara City ordinances.

11. **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 area. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Undeveloped lots shall be kept free of all tall weeds by the owner(s) of said lots. Should excessive growth occur, the owners shall be notified of such conditions and be given thirty (30) days to correct same, after which time, another owner may order such correction effected; the expense of which shall be charged to the owner(s) of the undeveloped lot(s).

12. **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 Santa Clara. The cost of gaining such approval shall be borne by the seeker of such approval.

13. **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,

14. **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, surface flooding and/or subsurface water conditions, and hereby advises buyers 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.

15. **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 following the initial twenty-year period, said requirements may be altered or changed or modified by a written agreement of more than three fourths 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 may be deemed necessary to and for the protection of other property owners in the Subdivision.

16. **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.

DATED AND ADOPTED:

May 30, 1991

DECLARANT: SANTA CLARA HEIGHTS, INC.
A Utah Corporation

By Kent G. Frei
Kent G. Frei, President

By Lester Gubler
Lester Gubler, Secretary

STATE OF UTAH)
)
:ss.
COUNTY OF WASHINGTON)

On this 30th Day of May, 1991, personally appeared before me Kent G. Frei and Lester Gubler, who by me duly sworn, say that they are the President and Secretary, respectively, of SANTA CLARA HEIGHTS, INC., a Utah Corp., that they executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors.

My Commission Expires:

1-2-93

Matthew E. Peterson
NOTARY PUBLIC
Residing at: 4 George, Utah

