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also Sub Book 3 Spanish Valley Estate Sub. Phase 1  
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Bk. 441 Pg. 155 Fee 10.00  
Lily Mae Noorlander

PROTECTIVE COVENANTS

Lily Mae Noorlander  
Recorder of Grand County

THE WITHIN INDENTURE OF PROTECTIVE COVENANTS dated at Moab, Utah,  
this 18 day of MAY, 1992, is filed by H. E. BEEMAN and  
NORMA BEEMAN, husband and wife, sole owners of the hereinafter described  
real property and for the benefit and protection of themselves and all  
future owners of the said described real property or any part thereof.

WHEREAS, a certain tract of land in Grand County, State of Utah,  
has been subdivided into residential lots and streets and is known and  
designated as SPANISH VALLEY ESTATES, PHASE NO. 1, according to the  
official plat thereof on file in the Office of the Grand County Recorder,  
State of Utah.

WITNESSETH, therefore, that in consideration of the premises and for  
the purpose of restricting the use of each of the lots in the SPANISH  
VALLEY ESTATES, Phase 1, for the protection and benefit of all of the other  
lots in the said Subdivision, it is understood and agreed as follows:

1. The owners of a lot automatically become a member of the Architectural Control Committee with one vote.
2. That each and every lot platted and designated as such in the plat of said Subdivision shall be held, owned and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single-family dwelling and a private garage or carport. Storage Units are allowed; but must comply with other protective covenants.
3. Every detached single-family dwelling erected on any residential lot, included in this subdivision, shall have a floor area of not less than thirteen hundred (1300) square feet excluding open carport, porch, basement or garage.

4. All buildings placed and used upon any lot or lots in the said Subdivision shall be so placed and used in accordance with the provisions of the Zoning Ordinances and Building Codes of Grand County, State of Utah.
5. Exterior Architectural Control. All lots contiguous to Beeman Road will be permitted to have two-story family residential homes. All other lots will be permitted to only have one-story family residential homes. Back yard fences are restricted to be 6 feet or less in height. Front yard fences are restricted to be 3 feet or less in height; split rail fencing, cedar board fencing permitted only. (No barb wire, stock panels or farm fencing is allowed.)
6. All construction upon any lot or lots in the said Subdivision shall be completed within a period of twelve months from date the work is first started.
7. No persons shall keep, maintain or permit at any place within the limits of the said Subdivision any animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. In addition, a maximum of two adult horses may be kept provided they are properly coralled and housed.
8. 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. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.
9. No basement, tent, shack, garage, lean-to, corral, trailer house, or other out-building erected in, upon or about any of said residential lots or any part thereof shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, not more than eight square feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises affected.

11. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described, or any part or portion thereof, and no person shall keep or maintain any truck over one ton in size or other large vehicle or implement of heavy equipment in said Subdivision.

12. All covenants and protections herein stated and set forth shall run with the land and shall be binding on all of the parties and persons claiming any interest in said residential lots, or any part thereof, until twenty years from the date hereof, at which time said covenants and protections shall be automatically extended for successive periods of ten years, unless, by a vote of the majority of the Architectural Control Committee, it is agreed to change the said covenants in whole or in part.

13. No building shall be located on any lot nearer than twenty (20) feet to any side and rear property line and not nearer than thirty (30) feet from front property lines. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

14. The lot cannot be further subdivided, and no more than one residence shall be allowed on the lot.

15. No person shall plant or maintain any cottonwood, elm, russian olive or tamarack trees.

16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point 25 feet from the intersections of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

18. If the parties now claiming any interest in said residential lots, or any of them or their heirs, successors, grantees, personal representatives, or assigns, shall violate or attempt to violate any of the covenants and protections herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenants or covenant and/or protections or protection, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

19. Invalidation of any one of the covenants and protections hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty years from the date hereof, subject to automatic extension as provided in paragraph 12 hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

H E Beeman  
H. E. BEEMAN

Norma Beeman  
NORMA BEEMAN

Grand County  
State of Utah

Notary Public Calara Davenport

Residing in Moab, Utah May 18, 1992

