

RESTRICTIVE COVENANTS
APPLE VALLEY RANCH
GOOSEBERRY UNIT #1
SUBDIVISION

KNOW ALL MEN THESE PRESENTS: That we MJ Gubler Family Trust are the owners and developers of the tract of land known as "APPLE VALLEY RANCH" Gooseberry Unit #1 Subdivision, a subdivision in Washington County, Utah, and that we hereby subject said land to the following restrictions and covenants; and the acceptance of any deed or 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 and conveyance, subject to said covenants, restrictions and conditions as follows, to wit:

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

NOW, THEREFORE, MJ Gubler Family Trust (Declarant), hereby declares that all of the lots in the above-described subdivision are held, conveyed, hypothecated, encumbered, leased, used, occupied and improved, subject to the following covenants, conditions, and restrictions.

THE PURPOSE of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to establish a general plan of improvement, to enhance and protect the value of the property, and to maintain the desired tone of the community, and hereby to secure to each owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot that is necessary to insure the same advantages to all lot owners.

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 of pattern or construction of dwelling units. However, no single-family unit shall be less than (1200) twelve hundred square feet in size on the main level, exclusive of garages, patios, decks, etc. 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) uppermost levels. The exterior of the dwellings shall be maintenance free, such as aluminum, stucco and brick or stone. EXCLUDING log homes.

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3. **BUILDING LOCATION:** No dwelling shall be located closer at any point than (35) thirty-five feet from the front of property as measured from the base of the foundation of each dwelling to the front property line. No dwelling shall be located closer than (30) thirty feet to any rear property line, no closer than (20) feet to any side property line. Corner lots shall meet the front-yard setback requirements on the street side(s) of the property.

4. **PREFABRICATED, TEMPORARY STRUCTURES AND MOBIL HOMES:** No prefabricated, temporary, nor mobil -homes shall be located on any lot excepting the storage of one (1) camper trailer, motor home, etc. belonging to the property-owner(s). Such storage to be confined to the rear yard or garage area.

5. **ARCHITECTURAL CONTROL/SITE REVIEW:** Prior to the commencement of construction of any dwelling, garage or storage building or other improvements on any lot in this subdivision, plot plans and /or construction drawings shall be submitted and approved by the Architectural Control Committee. The cost of gaining such approval shall be borne by the seeker of such approval. No building shall be erected placed, or altered on any lot until the construction plans and specifications and a plan 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 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 the street than the minimum building setback line unless similarly approved. Architectural Committee shall consist of developer till 1/4 of lots are sold. Then property owners shall elect three members to sit on the committee. All architectural plans to be answered within 10 days after Submission. Must be signed by at least two members of the committee. Members of the committee will serve two years and can serve only two terms. Owners may make amendments with the approval of 60% of homeowners. Notification of any changes or amendments will be given homeowners 45 days prior to any change. Homeowners then have 30 days to respond with any exceptions or the amendment will automatically take affect.

6. **RE-SUBDIVISION OF LOTS:** No lot in this Subdivision re-subdivided into smaller lots.

7. **SIGNS:** No property-owner shall construct or display any sign on any lot except as provided herein: A name sign not to exceed two (2) square feet in size, or a "for sale" or "for rent" sign not to exceed four (4) square feet in size be permitted.

8. **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.

9. **ANIMALS:** Animals shall be limited to (2) domestic dogs, (2) domestic cats, and two large animals, I.E. horse/cow. NO reptiles of any kind maybe kept, bred or maintained in or upon any lot. NO pigs shall be kept on any lot. No animals maybe kept for the purpose of maintaining or breeding for any commercial use. Fowl, such as chickens, geese, ducks, etc. may not exceed a combined total of fifteen (15) and must not be a nuisance with noise and smell. Animals not to be running free, must be leashed or fenced.

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 hedge may exceed an overall height of (4) four feet in front yard setback area. There shall be no fence (s) along roadways or streets so as to create a hazard for the movement of vehicles along streets.

11. **LANDSCAPING:** All landscaping in the front yard must be completed within one (1) year from the time of occupancy of said dwelling. Landscaping shall be maintained at a reasonable standard compatible with other homes in the area. Shrubs and trees shall be planted so as not to create a hazard to the movement of vehicles along streets. No trees or shrubs shall be planted on any corners.

12. **DAMAGE:** Any damage inflicted on existing improvements such as curb, streets, utilities, gutters, etc. by the purchaser of any particular lot, must be repaired or the expense of such repairs 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 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.

13. **SAFE CONDITIONS:** Without limiting any other provision of this declaration, each owner shall maintain and keep his lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.

14. **DURATION:** All the covenants and restrictions set forth in this declaration shall take affect upon 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 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 covenants as may be deemed necessary to any for the protection of other property owners in the subdivision.

15. **DISCLAIMER OF LIABILITY:** Notwithstanding any information given by Declarant regarding soils and subsurface water conditions, whether it be oral or written, declarant hereby disclaims any responsibility for soils conditions, surface flooding and/or subsurface water conditions, and hereby advise 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 therefore.

16. VIOLATION OF LAW OR INSURANCE: No lot owner shall permit anything to be done or kept in or upon his lot which will result in the cancellation of insurance thereon or which would be in violation of any law.

18. MINING: No portion of any lot shall be used in any manner to explore for or remove any water, oil or other hydrocarbons or minerals of any kind or earth substance of any kind.

19. FIRES: Other than barbecues in properly constructed barbecues pits or grills and fire pits, no open fires shall be permitted on the lots, nor shall any other similar activity or condition be permitted which would tend to create a nuisance or increase the insurance rates for any other owner.

20. COMPLIANCE WITH ZONING ORDINANCES OF THE COUNTY OF WASHINGTON: All present and future successive lot owners agree to abide and conform to all Washington County ordinances then in effect, which pertain to this subdivision, unless otherwise modified by the covenants herein contained.

21. SAVINGS CLAUSE: If any provision hereof, or the application of any provision to any person or circumstances other than those to which it is held invalid, shall be deemed valid.

22. VIOLATION AND DAMAGES: Any deed, lease, conveyance, or contract made in violation of the provisions hereof shall be void and may be set aside on petition of any lot owner. Furthermore, if the owner of any lot in the subdivision, or any other person claiming an interest therein, shall violate any of the covenants, conditions or restrictions herein contained, it shall be lawful for any other person or persons owning an interest in any lot in the subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, conditions, or restrictions hereof, either at law for damage, or in equity for an injunction, or other equitable relief. All costs and expenses of such proceedings as specified in the paragraph, including reasonable attorney's fee, shall be taxed against the offending party or parties and shall be declared by the Court to constitute a lien against the real estate of said party located within the subdivision and such lien may be enforced in such manner as the Court may order.

23. WAIVER: If the violation of these covenants, conditions and restrictions is of a continuing nature, the failure to prosecute such a violation for any period after such violation occurs shall not operate as a waiver of the right to subsequently prosecute with respect to said violation, nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any other lot in the subdivision. It is further agreed that all of the covenants, conditions and restrictions set forth herein shall not be deemed changed or abandoned by change of conditions in the neighborhood, by acquiescence, by violation or other act or failure to act by any lot owner or any other person.

24. ASSIGNMENT OF POWERS: Any and all rights and powers of the Declarant herein contained may be delegated, transferred, or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors in interest of the Grantor.

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