

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF  
DIXIE SPRINGS  
A RESIDENTIAL SUBDIVISION

THIS DECLARATION of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in Washington County, State of Utah, this 30<sup>th</sup> day of April 1998, by Dixie Springs, Inc., hereinafter called "Declarant."

RECITALS

- A. The undersigned, including Declarant, own that certain real property located in Washington County, Utah, which is more particularly described below.  
B. Declarant, or its agent, will convey the property subject to certain protective covenants, conditions, restrictions, and reservations as provided hereafter.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions for the property shall provide as follows:

DECLARATION

Declarant declares that all of the property described below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and reservations to the Official Plat Map recorded concurrently. This is for the purpose of protecting the value and desirability of said property. This Declaration and the Official Plat Map shall be construed as covenants of equitable servitude which shall run with the land and shall be binding to all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The properties are located in Washington County, Utah, and are more particularly described as follows:

Beginning at the Northwest Corner of Section 18, Township 42 South, Range 13 West, Salt Lake Base and Meridian; thence along the Section line North 09°48'15" East 651.06 feet; thence South 970.16 feet; thence East 660.00 feet; thence South 2,640.00 feet; thence West, 330.00 feet; thence South 459.72 feet; thence North 09°34'00" West 3,629.50 feet; thence North 0°01'22" East 1,221.03 feet; thence North 09°34'00" West 0.53 feet to the point of curve of a 500.00 foot radius curve to the left (radius point lies South 0°24'10" West); thence along the arc 396.23 feet through a delta angle of 45°24'10"; thence South 45°00'00" West 114.52 feet to the point of curve of a 540.00 foot curve to the right; thence along the arc 427.71 feet through a delta angle of 45°22'54"; thence North 09°37'06" West 1,334.05 feet; thence North 0°22'54" East 80.00 feet; thence North 09°37'06" West 485.92 feet, to a point on the West Section line of Section 13, Township 42 South, Range 14 West, Salt Lake Base and Meridian; thence North 0°04'41" West along the Section line 510.02 feet to the West 1/4 corner of said Section 13; thence South 09°47'51" West 1,327.66 feet; thence North 0°01'35" West 1,981.69 feet; thence North 09°48'41" East, 1,327.86 feet; thence South 09°38'47" East 1,323.28 feet; thence South 0°00'04" West 330.34 feet; thence South 09°38'30" East 661.57 feet; thence South 0°00'42" West, 1,349.56 feet; thence South 09°37'06" East 661.33 feet; thence South 09°37'06" East 660.94 feet; thence North 0°02'36" East, 1,350.00 feet; thence South 09°38'24" East 661.42 feet; thence North 0°03'50" East 661.13 feet; thence South 09°38'34" East 1,315.57 feet; thence North 0°05'52" East 330.63 feet, to a point on the North line of Section 13, Township 42 South, Range 14 West; thence South 09°38'44" East 7.45 feet to the point of beginning.

ARTICLE I  
DEFINITIONS

The following definitions control in this Declaration. Words and phrases not defined in this Article shall be given their ordinary meaning.

Section 1. "Conveyance" shall mean and refer to actual conveyance of fee title of any Lot to any owner by a warranty deed or other document of title and shall also mean the execution of an installment sales contract.

Section 2. "Declarant" shall mean Dixie Springs, Inc., its successors and assigns, if such successors or assigns (1) by written agreement shall be given Declarant's rights and (2) acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the properties, and any amendments thereto, recorded in the office of the Recorder of Washington County, State of Utah.

Section 4. "Home" shall mean and refer to any detached single-family residential dwelling constructed. Multiple family dwellings are not included in this definition and are not allowed in the Project.

Section 5. "Lot" shall mean and refer to any pLot of land shown upon any recorded plat map of the Properties and specifically excluding areas dedicated to the use of the general public.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Plat" or "Plat Map" shall mean the most current descriptive map, as recorded in the office of the County Recorder of Washington County, Utah, and as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions of this Declaration.

Section 8. "Properties," "Property" and "Project" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be subject to this Declaration.

Section 9. "Utilities" shall mean public utilities, including, but not limited to, sewer, water, drainage, natural gas, telephone, electricity, and cable television.

ARTICLE II  
ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Control Committee. Subject to the right of Declarant to perform the duties of the Architectural Control Committee as provided hereunder, the Declarant shall appoint a three (3) member committee (hereinafter sometimes referred to as "ACC"), the function of which shall be to insure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures. The committee need not be composed of owners. If such a committee is not appointed, Declarant, shall perform the duties required of the committee. The Declarant shall have the right to appoint members of the Architectural Control Committee until the happening of either of the following events, whichever occurs earlier: (1) when ninety percent (90%) of the Lots owned in the project by the Declarant are sold, or (2) on December 31, 2006; a majority of the owners of Lots, parts or portions of the property subject to this Declaration shall elect and appoint members of the Architectural Control Committee, which

committee shall thereafter have jurisdiction over all of the properties subject to this Declaration and shall be vested with the powers described as follows:

(a) Submission to Committee. No home, addition to a home, accessory, landscaping, or other improvement of a Lot shall be constructed, maintained, or accomplished, and no alteration, repainting or refurbishing of the exterior of any home shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Architectural Control Committee.

(b) Meetings of Committee. The Architectural Committee shall meet from time to time as may be necessary to perform its duties hereunder. Any action taken by the Architectural Control Committee shall require the written approval of a majority of its members.

(c) Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural Control Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the property conform to and harmonize with existing surroundings and structures. The Architectural Control Committee may adopt and publish guidelines, procedures, rules and regulations.

(d) Approval Procedure. Any plans and specifications submitted to the Architectural Control Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

(e) Disclaimer of Liability. Neither the Architectural Control Committee, nor any member thereof acting in good faith, shall be liable to the owner for any damage, loss, or prejudice suffered or claimed on account of:

(1) The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications;

(2) The development or manner of development of any of the property;

or

(3) Any engineering or other defect in approved plans and specifications.

(f) Non-Waiver. The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted.

(g) Exception for Declarant. The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah.

## Section 2. Building Restrictions.

(a) Building Type: All Lots shall be used only for single family residential purposes. The building or structure permitted to be erected, placed or permitted to be located on any Lot within the project shall be a detached single family dwelling. Garages are required, and carports and other outdoor or partially enclosed parking facility shall not be permitted without prior approval of the Architectural Control Committee. All structures shall be constructed in accordance with the zoning and building ordinances of Washington County. "Family" is defined to mean persons related by blood or marriage, by legal

adoption, or by operation of law.

(b) Building Location: Setback requirements set forth in the Washington County Zoning Ordinance shall be controlling. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves and steps of open porches, to encroach upon another Lot.

(c) Driveways and Sidewalks: Driveways shall be constructed out of concrete or other hard materials approved by the Architectural Control Committee. Driveways consisting of cinders, sand, gravel, asphalt, or dirt shall not be permitted on any Lot. There shall be sufficient driveway parking of not less than two (2) vehicles per Lot. Concrete sidewalk four (4) feet in width shall be placed adjacent to all curb and gutter surrounding the property. Sidewalk shall be four (4) inches thick with score joints every four (4) feet with expansion joint spacing at twenty (20) feet.

(d) 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 owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(e) Yard Walls and Fences: Yard walls and/or fences shall be of brick, block, stucco or stone, shall be of a color which blends with the exterior of the structure on the home, and shall be approved by the Architectural Control Committee. No chain link, wire, or wood fences will be permitted without prior approval of the Architectural Control Committee. The Architectural Control Committee will consider approval of aesthetically compatible fences and walls which are not more than six (6) feet in height, are located on the side or rear Lot lines of a Lot or on the perimeter of a patio or open porch and do not extend beyond the front or rear yard setback lines. Walls or fences are intended to enhance the privacy of the residents of such Lot, and should not unreasonably interfere with the view from any neighboring Lot. Where a fence or wall is located along an interior property line separating two Lots and there is a difference in grade of the two Lots, the fence or wall may be erected or allowed only to the maximum height permitted from the grade of the lowest Lot. Fences may not be bermed for the purpose of increasing allowable height.

(1) General Rules of Law to Apply Any wall which is built as a part of the original construction upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(3) Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such



use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Right to Contribution Runs with Land The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors-in-title.

(5) Arbitration In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request to do so, the Architectural Control Committee shall select an arbitrator for the refusing party.

(f) Temporary and Other Structures: No structure of a temporary nature; trailer, bus, 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 said Lots. It is the intention hereof that all dwellings and other buildings to be erected within the Project shall be new construction of good quality workmanship and materials.

(g) Landscaping: Within six (6) months after the completion of the construction of any home upon the property, the owner must have the front yard completed, and substantially completed all the landscaping of his Lot. All property shall be landscaped appropriately with lawn, trees, shrubs, etc., with an emphasis on water-tolerant landscaping, and all landscaping shall be maintained at a reasonable standard compatible with other homes in the Project. 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. All landscaping must be approved by the Architectural Control Committee and shall be properly cared for to remain healthy and alive.

(h) 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 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.

(i) Minimum Square Footage; Building Height: The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any Lot within the project, exclusive of porches, balconies, patios, decks and garages for all phases, shall be not less than Thirteen Hundred (1300) square feet. The homes may consist of more than one story. Building height shall not exceed 30 feet and shall be measured from the elevation of the Lot to the highest point of the roof line of a home.

(j) Commercial Vehicles: No commercial trucks or vehicles over one ton shall be parked on any Lot.

(k) Construction Materials: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the property:

(1) Home style, design, alterations, and additions shall be approved by the Architectural Control Committee.

(2) Exterior construction materials shall consist of quality material similar to stucco; other materials may be approved for use by the Architectural Control Committee, and shall be in colors and of materials indigenous to the area. All homes must be constructed of new materials.

(3) Roofing materials will be limited to tile or other materials approved by the Architectural Control Committee. No mansard roofs will be allowed. Dome structures of any type will not be allowed.

(l) Maintenance of Lot During Construction: Contractors or sub-contractors as owners/builders are required to clean up the site daily to maintain a clean work site during construction.

(m) Maintenance of Lot After Construction: The Lot owners shall be responsible for the maintenance, upkeep, repairs, and reconditioning of their Lots and all improvements, and shall be required to keep such Lots and improvements in good condition and appearance.

(n) Lateral and Subjacent Support and Drainage: An owner whose activities affect an adjacent landowner's lateral or subjacent support, or both, shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners. No activities shall be undertaken nor shall any structure, planting or other material be placed or permitted to remain 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.

(o) Site Distance at Intersections: No structure, fence, wall, hedge, shrub or other planting which obstructs sight lines at elevations between two and six 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 points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection where the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height as to prevent obstruction of such sight lines.

(p) Roof Mounted Heat Pumps and Solar Panels: Solar panels, heat pumps and/or air conditioning units shall not be allowed to be mounted on roofs, without prior approval of the Architectural Control Committee.

(q) Mobile, Modular, and Pre-Fab Homes: No mobile, modular or pre-fab home shall be placed on any Lot, part or portion of the property.

(r) Time of Construction: Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural Control Committee shall be diligently pursued to completion.

**Section 3. Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, by the owner, of any particular Lot, or their guests, assignee, agents or independent contractors must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the owner.

### ARTICLE III EASEMENTS

**Section 1. Minor Encroachments.** Each Lot shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as

designed or constructed by the Declarant. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

**Section 2. Utilities Easement.** There is hereby granted and conveyed to Washington County, cable television companies, Mountain Fuel Supply Company, telephone companies, and other governmental or quasi-governmental entities, their successors and assigns, a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location or locations as deemed appropriate by the provider of the utility. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, or repair of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by each Lot owner.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the Lots in the performance of their duties. Should any company furnishing a service, as provided for herein, request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

**Section 3. Easements for Ingress and Egress.** An easement is hereby granted to the Architectural Control Committee to enter in or to cross over any Lot to perform its duties provided for herein.

#### ARTICLE IV USE RESTRICTIONS

**Section 1. Residential Use.** Each owner shall occupy or use his home as a private residence for the owner and the owner's family or the owner's lessees or guests. No trade, business, profession or other type of commercial activity shall be conducted on any portion of any Lot within the Subdivision, unless such is approved by the Architectural Control Committee and is consistent with the definition of a "Home Occupation" in accordance with the Zoning Ordinances of Washington County. Without exception, no such "Home Occupation" shall distract from the quiet enjoyment of other lot owners or require parking or office visits.

**Section 2. Fee Conveyed.** Each Lot shall be conveyed as a separately designated and legally described freehold estate, the owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

**Section 3. Uses Permitted by Declarant During Construction.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant on the building of said homes to maintain during the period of construction and sale of said homes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said homes, including, but without limitation, a business office, storage area, construction yard, signs, model homes and sales office.

**Section 4. Household Pets Permitted.** No animals, livestock or poultry of any kind may be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept in homes, upon the owner's Lot, or on a leash while off the owner's Lot.

**Section 5. Exterior Fires.** There shall be no exterior fires on the Lots whatsoever, except barbecue fires contained within receptacles designed for such purpose.

**Section 6. Oil and Mining Operations.** No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

**Section 7. Leases.** Any lease agreement between a home owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by lessee to comply with the terms of such documents and rules shall be a default under the lease. Furthermore, all leases shall be in writing.

**Section 8. Orderly Garages.** Each owner shall keep his garage area in a neat, orderly, safe condition with all storage areas completely enclosed. Garages shall be used for the parking of motor vehicles, storage and workshop purposes all pursuant to such rules. Garage doors shall be closed when premises are not in use.

**Section 9. Nuisances.** No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Project.

**Section 10. Violation Constitutes a Nuisance.** Any act or omission, whereby any restriction, condition, or covenant as set forth in this Declaration, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the Declarant or affected property owners and such remedy shall be deemed to be cumulative and not exclusive.

**Section 11. Antennas.** No television, radio, satellite dishes, or other external antennas shall be erected, placed, or maintained in front of any residence constructed on the project without the prior approval of the Architectural Control Committee, and the Architectural Control Committee shall have the right to remove or cause to be removed all such equipment erected, placed, or maintained without said prior approval.

**Section 12. Signs.** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any Lot, except a Lot owner can place a for sale sign not larger than two (2) feet by three (3) feet on his Lot. This section shall not apply to Declarant so long as Declarant owns one or more Lots in the Project, including additional phases as may be annexed into the Project from time to time.

**Section 13. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 14. Water Supply.** No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department and the Architectural Control Committee.

**Section 15. Inoperable Motor Vehicles.** No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, Lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, Lot, part or portion of the property for a period exceeding 30 days, the Declarant, or Architectural Control Committee may remove the inoperable motor vehicle after a 10 day written notice. The cost and expense of such removal shall be borne by the owner of the vehicle, if that person is a Lot owner, and if not, by the Lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than 90 days.

**Section 16. Water Source Protection.** No lot in this subdivision shall locate or allow the location of any pollution sources as defined in R309-113-6(1)(i) of the Utah Administrative Code, unless design standards are incorporated and implemented to prevent contaminated discharges.



ARTICLE V  
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or its successors in interest, or any owner, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. In the event any covenant, conditions or restriction included herein is consistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of Washington County, the ordinances shall govern so long as the restrictions contained in the ordinances are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the ordinances of Washington County, owners shall be subject to the enforcement of the terms of this Declaration.

Section 2. Severability, Construction and Validity of Restrictions. All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and Lot owners, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason become unenforceable.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 4. Gender and Grammar. The singular wherever used in this Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Attorney Review. An owner, by acceptance of a deed or other instrument of conveyance, acknowledges that he has had this Declaration reviewed by independent legal counsel or that he has foregone the opportunity for such legal review and, notwithstanding, whether the owner has had this document reviewed by legal counsel, that he understands and accepts all the terms contained herein.

ARTICLE VI  
AMENDMENT

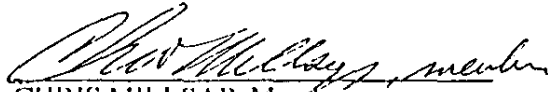
Section 1. Declarant's Right to Amend. Until all portions of Dixie Springs Subdivision are developed, or until the right to enlarge the project through the addition of tracts or subdivisions terminates, whichever event last occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration and/or the Plat as may be reasonably necessary or desirable: (i) to adjust the boundaries of the Lots; (ii) to more accurately express the intent of any provisions of this Declaration in the light of the existing circumstances or information; (iii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Restrictive Covenants; (iv) to facilitate the practical, technical,

administrative or functional integration of any additional tract or subdivision into the Project in subsequent phases or on certain Lots in subsequent phases; or (v) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

Section 2. Lot Owners Right to Amend. Subject to Section 1, this Declaration may be amended during the first ten (10) year period by any instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter, by an instrument signed by not less than sixty percent (60%) of the Lot Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah. Prior to any material amendment to this Declaration, written notice shall be sent to all holders of first mortgage liens, setting forth said amendment and advising them of the date that the Owners will vote on said amendment.

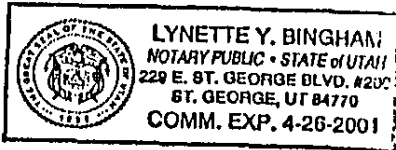
IN WITNESS WHEREOF, the undersigned, being the Declarant, or Declarant's Agent, herein has executed this document on the day and year first above written.

Declarant  
DIXIE SPRINGS, INC.,  
through its Agent,  
CCD, L.C., dba UNITED TITLE  
SERVICES OF UTAH, INC.

  
CHRIS MILLSAP, Member

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

On the 30th day of April, 1998, personally appeared before me CHRIS MILLSAP, who being by me duly sworn did say, that he, the said CHRIS MILLSAP is a Member of CCD, L.C., dba UNITED TITLE SERVICES OF UTAH, INC., and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization who, in turn, acted in behalf of Declarant, Dixie Springs, Inc., and he duly acknowledged to me that said Limited Liability Company executed the same.



  
Notary Public

Compliments of Southern Utah Title Company



P3  
#114

When recorded mail to:  
Dixie Springs, Inc.  
1435 Iron Port Drive  
South Jordan, UT 84095

**DOC # 20100021359**

Amended Restrictive Covenants  
Russell Shirts Washington County Recorder  
06/29/2010 12:36:38 PM Fee \$ 14.00  
By JOLLEY CLARENCE

Page 1 of 3



Compliments of South the Title Company

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION**

THIS AMENDMENT of Covenants, Conditions and Restrictions, hereinafter called "AMENDMENT," is made and executed in Washington County, State of Utah. This 15<sup>th</sup> day of June 2010, by Dixie Springs, Inc. hereinafter called "Declarant," **NOW, THEREFORE**, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions Recorded on May 1, 1998 as Entry No. 601292 in Book 1209 at Page 1 in the Washington County Recorders Office for the property shall be amended as follows:

SEE ATTACHED EXHIBIT "A"

**ARTICLE 2: ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS**

**SECTION 1 - ARCHITECTURAL CONTROL COMMITTEE**

Subject to the right of Declarant to perform the duties of the Architectural Control Committee (hereinafter sometimes referred to as "ACC"), as provided hereunder, the Declarant shall have the right to appoint members to the architectural control committee, the function of which shall be to insure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures. The committee need not be composed of owners. If such a committee is not appointed, Declarant, shall perform the duties required of the committee. The Declarant shall have the right to appoint members of the Architectural Control Committee until the happening of either of the following events, whichever occurs earlier:

- (1) when ninety percent (90%) of the lots owned in the project by the Declarant are sold, or
- (2) on December 31, 2025; a majority of the owners of lots, parts or portions of the property subject to this Declaration shall elect and appoint members of the Architectural Control Committee, which committee shall thereafter have jurisdiction over all of the properties subject to this Declaration and shall be vested with the powers described as follows.

All other clauses in Article 2, Section 1 are to remain the same.

**SECTION 2 - BUILDING RESTRICTIONS**

Yard walls and fences: Yard walls and/or fences shall be of brick, block, stucco, stone or vinyl, and shall be of a color which blends with the exterior of the structure on the home, and shall be approved by the Architectural Control Committee (ACC).

**ARTICLE IV - USE RESTRICTIONS**

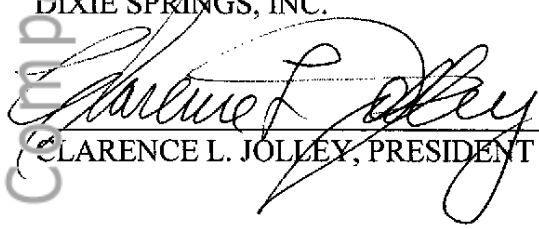
**SECTION 7 - LEASES**

Any lease or rental agreement between a home owner and a lessee or renter shall be required to provide that the terms of the lease or rental agreement shall be subject in all respects to the provisions of this Declaration and that any failure by lessee or renter to comply with the terms of such documents and rules shall be a default under the lease or rental agreement. Furthermore, all leases and rental agreements shall be in writing.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein has executed this amendment to the CC&R's on 28 June, 2010.




**DECLARANT**  
DIXIE SPRINGS, INC.

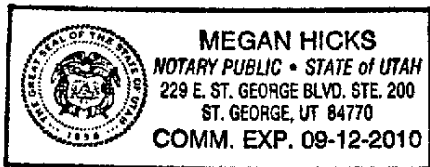
  
CLARENCE L. JOLLEY, PRESIDENT

STATE OF UTAH )  
SS.

COUNTY OF WASHINGTON )

On the 28 day of June 2010, personally appeared before me Clarence L. Jolley, who being by me duly sworn did say, that he, the said Clarence L. Jolley is the President of Dixie Springs, Inc.

  
Notary Public



Compliments of Southern Utah Title Company  
SUTC  
www.sutc.com

## EXHIBIT "A" LEGAL DESCRIPTION

Beginning at the Northwest Corner of Section 18, Township 42 South, Range 13 West, Salt Lake Base and Meridian; thence along the Section line North 89°40'15" East 651.06 feet; thence South 970.16 feet; thence East 660.00 feet; thence South 2,640.00 feet; thence West, 330.00 feet; thence South 459.72 feet; thence North 89°34'00" West 3,629.50 feet; thence North 0°01'22" East 1,221.03 feet; thence North 89°34'00" West 0.53 feet to the point of curve of a 500.00 foot radius curve to the left (radius point line South 0°24'18" West); thence along the arc 396.23 feet through a delta angle of 45°24'18"; thence South 45°00'00" West 114.52 feet to the point of curve of a 540.00 foot curve to the right; thence along the arc 427.71 feet through a delta angle of 45°22'54"; thence North 89°37'06" West 1,334.85 feet; thence North 0°22'54" East 00.00 feet; thence North 89°37'06" West 485.92 feet, to a point on the West Section line of Section 13, Township 42 South, Range 14 West, Salt Lake Base and Meridian; thence North 0°04'41" West along the Section line 510.02 feet to the West 1/4 corner of said Section 13; thence South 89°47'51" West 1,327.66 feet; thence North 0°01'35" West 1,981.69 feet; thence North 89°48'41" East, 1,327.86 feet; thence South 89°30'47" East 1,323.20 feet; thence South 0°00'04" West 330.34 feet; thence South 89°30'30" East 661.57 feet; thence South 0°00'42" West, 1,349.56 feet; thence South 89°37'06" East 661.33 feet; thence South 89°37'06" East 660.94 feet; thence North 0°02'36" East, 1,350.08 feet; thence South 89°30'24" East 661.42 feet; thence North 0°03'50" East 661.13 feet; thence South 89°30'34" East 1,315.57 feet; thence North 0°05'52" East 330.63 feet, to a point on the North line of Section 13, Township 42 South, Range 14 West; thence South 89°30'44" East 7.45 feet to the point of beginning.

H-DSP \*

**DIXIE SPRINGS SUBDIVISION**

131 West 2780 South Circle  
Hurricane City, UT 84737  
(801) 302 1341

**ARCHITECTURAL CONTROL COMMITTEE (ACC)**

These ACC documents and Amendments Adopted by the Declarant on December 6, 2012, for the benefit of the ACC and for the building structures in the Dixie Springs' Subdivision.

Please refer to the Dixie Springs Covenants, Conditions, and Restrictions Article 2: Architectural Control and Building Restrictions – Section 1: Architectural Control Committee, for further information.

**DOC # 20120042253**

Restrictive Page 1 of 3  
Russell Shirts Washington County Recorder  
12/10/2012 04:04:16 PM Fee \$ 14.00  
By JOLLEY CLARENCE



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DIXIE  
SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION**

**As of December 6, 2012**

THIS AMENDMENT of Covenants, Conditions, and Restrictions, hereinafter called "AMENDMENT," is made and executed in Washington County, State of Utah. This 6<sup>th</sup> day of December 2012, by Dixie Springs, Inc. hereinafter called "Declarant," **NOW, THEREFORE,** Declarant hereby declares that the Declaration of Covenants, Conditions, and Restrictions for the property shall be amended as follows:

**SECTION 2 - BUILDING RESTRICTIONS**

(I) – Minimum Square Footage: The minimum total square footage of a living area on the first level above ground for any residential dwelling constructed on any lot within the project excluding porches, balconies, patios, decks and garages for all phases, shall not be less than Sixteen Hundred (1600) square feet. The square footage overrides all previous measurements for building height as of the date of this amendment.

(I) - Building Height shall not exceed thirty (30) feet and shall be measured from the level of the sidewalk at the front of the property established between the high and low sidewalk levels. ACC must approve all exceptions.

(L) – Lot Maintenance during Construction: Contractors, Sub-Contractors, Owner, or Builders are required to clean up construction sites daily and maintain clean working environments during construction. All builders must maintain a silt-fence during construction where another structure exists within five hundred (500) feet until landscaping or appropriate ground cover prevents drifting sand from being deposited on neighboring lots.

**ARTICLE IV – USE RESTRICTIONS**

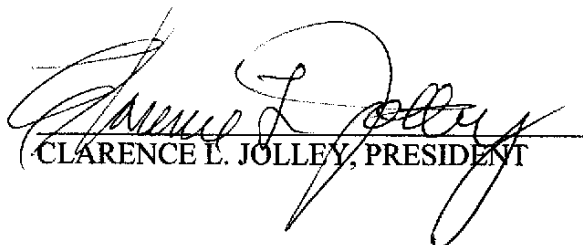
SECTION 7: Leases, as now written plus and including, Property owners, groups, or any other interests shall have no more than two (2) rentals of leased properties in the sub-division. The ACC must receive a copy of all rental or lease agreements. The Lessor must be responsible for the Lessees compliance to the CC&Rs.

SECTION 17: Outside Storage – Outside storage items must be stored in a covered storage on the lot or outside of a dwelling.

ARCHITECTURAL CONTROL COMMITTEE REQUIREMENTS Page 3 of 4

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein has executed this amendment to ther CC&R's on the day and year first above written.

DECLARANT  
DIXIE SPRINGS, INC.

  
CLARENCE L. JOLLEY, PRESIDENT

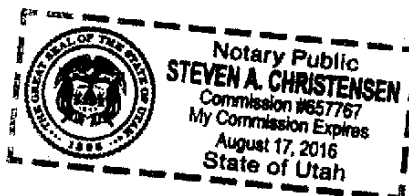
STATE OF UTAH )

ss.

COUNTY OF WASHINGTON )

On the th day of June 2010, personally appeared efore me Clarence L. Jolley, who being by me duly sworn did say, that he, the said Clrence L. Jolley is President of Dixie Sprins, Inc.

 12/7/12



(Rev. 12/6/2012 - drj)



P3  
L6  
**DIXIE SPRINGS SUBDIVISION**  
SECOND AMENDMENT AND EXTENSION  
Hurricane City, UT 84737  
PLAT A, B, C  
PLAT D, E, F, G AMENDED & EXTENDED  
~~2012 AMEND.~~

**ARCHITECTURAL CONTROL COMMITTEE (ACC)**

These ACC documents and Amendments Adopted by the Declarant on December 6, 2012, for the benefit of the ACC and for the building structures in the Dixie Springs' Subdivision Second Amendment and Extension.

Please refer to the Dixie Springs Covenants, Conditions, and Restrictions Article 2: Architectural Control and Building Restrictions – Section 1: Architectural Control Committee, for further information.

**DOC # 20130010330**

Amended Declaration of Condominium  
Russell Shirts Washington County Recorder  
03/20/2013 03:17:30 PM Fee \$ 20.00  
By DIXIE SPRINGS

Page 1 of 3



Compliments of Southern Utah Title Company



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DIXIE  
SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION**

**As of December 6, 2012**

THIS AMENDMENT of Covenants, Conditions, and Restrictions, hereinafter called "AMENDMENT," is made and executed in Washington County, State of Utah. This 6<sup>th</sup> day of December 2012, by Dixie Springs, Inc. hereinafter called "Declarant." **NOW, THEREFORE,** Declarant hereby declares that the Declaration of Covenants, Conditions, and Restrictions for the property shall be amended as follows:

**SECTION 2 - BUILDING RESTRICTIONS**

(I) **Minimum Square Footage:** The minimum total square footage of a living area on the first level above ground for any residential dwelling constructed on any lot within the project excluding porches, balconies, patios, decks and garages for all phases, shall not be less than Sixteen Hundred (1600) square feet. The square footage overrides all previous measurements for building size as of the date of this amendment.

(I) **Building Height** shall not exceed thirty (30) feet and shall be measured from the level of the sidewalk at the front of the property established between the high and low sidewalk levels. ACC must approve all exceptions.

(L) **Lot Maintenance during Construction:** Contractors, Sub-Contractors, Owner, or Builders are required to clean up construction sites daily and maintain clean working environments during construction. All builders must maintain a silt-fence during construction where another structure exists within five hundred (500) feet until landscaping or appropriate ground cover prevents drifting sand from being deposited on neighboring lots.

**ARTICLE IV – USE RESTRICTIONS**

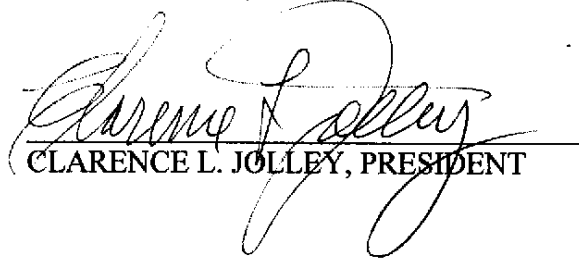
**SECTION 7:** Leases, as now written plus and including, property owners, groups, or any other interests shall have no more than two (2) rentals of leased properties in the sub-division. The ACC must receive a copy of all rental or lease agreements. The Lessor must be responsible for the Lessees compliance to the CC&Rs.

**SECTION 17:** Outside Storage – Outside storage items must be stored on the lot in a covered storage unit.

ARCHITECTURAL CONTROL COMMITTEE REQUIREMENTS Page 3 of 3

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein has executed this amendment to the Covenants, Conditions, and Restrictions on the day and year first above written.

DECLARANT  
DIXIE SPRINGS, INC.

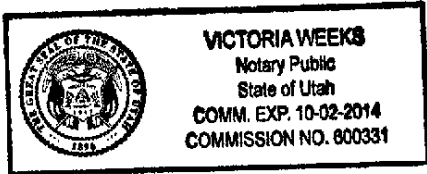
  
CLARENCE L. JOLLEY, PRESIDENT

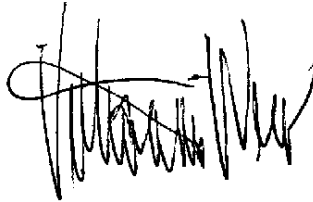
STATE OF UTAH )

ss.

COUNTY OF WASHINGTON )

On the th day of March 2013, personally appeared before me Clarence L. Jolley, who being by me duly sworn did say, that he, the said Clarence L. Jolley is President of Dixie Springs, Inc.





(Rev. 3/12/2013 - drj)

Compliments of Southern Utah Title Company



Dixie Springs Subdivision  
 Plat A, B, C, D, E, F & G Amended and Extended



THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS OF DIXIE SPRINGS SUBDIVISION

As of August 25, 2014

This Third Amendment of Covenants, Conditions and Restrictions of Dixie Springs Subdivision is made by the Declarant this 25 day of August, 2014.

The Declaration of Covenants, Conditions and Restrictions of Dixie Springs a Residential Subdivision, was recorded as Document Number 00601292 in Book 1209 at Page 0001 in Official Records of Washington County, Utah on May 1, 1998 (the "Original Declaration").

The Original Declaration was amended by a document entitled "Amendment to Declaration of Covenants, Conditions and Restrictions of Dixie Springs Subdivision Second Amendment and Extension" which was recorded on June 29, 2010 as Document Number 20100021359 in the Official Records of Washington County, Utah (the "First Amendment").

The Original Declaration was further amended by a document entitled "Amendment to Declaration of Covenants, Conditions, and Restrictions of Dixie Springs Subdivision Second Amendment and Extension" which was recorded on December 10, 2012 as Document Number 20120042253 in the Official Records of Washington County, Utah and recorded again on March 20, 2013 as Document Number 20130010330 in the Official Records of Washington County, Utah (the "Second Amendment").

The Declarant desires to amend the Declaration in order to more accurately express the intent of certain provisions in the light of the existing circumstances and information and to better insure in light of the existing circumstances and information, the workability of the arrangement contemplated by the Declaration.

The Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions for the property, as previously amended, shall be amended further as follows:

1. Article II, Section 2(g) is amended and restated as follows:

(g) Landscaping:

(1) Front Landscaping. At the time of issuance of the certificate of occupancy, the Owner of each Lot will cause front landscaping to be completed. If the front landscaping is not completed, the Owner will provide a plan for completion to the ACC. The plan includes completion of the front landscaping within six months after the issuance of the certificate of occupancy. The ACC may determine if a plan for completion is satisfactory in the ACC's sole discretion. If an Owner provides a satisfactory plan for completion of front landscaping, front landscaping must be completed within six months after the time of issuance of the certificate of occupancy unless the ACC grants hardship exception extending the deadline. Front landscaping must include some vegetation (lawn, trees, shrubs etc. with an emphasis on water-tolerant

landscaping) to ensure that the Lot is harmonious with surrounding properties and provisions for controlling weeds and other potential direct negative impacts on neighboring properties (e.g., weed barriers, elimination of open spaces in their natural and unimproved state, etc.). Failure to have an approved plan after the issuance of the occupancy permit or failure to complete landscaping within six months without obtaining an exception shall be deemed a violation.

(2) Back and Side Yard Landscaping. At the time of issuance of the certificate of occupancy, the Owner of each Lot will either: (A) cause back and side yard landscaping to be complete or (B) cause the back and side yards to be fully fenced. If the back and/or side yards are not fenced off or completed, the Owner will provide proof of a plan for completion to the ACC. The plan must be to complete the back and side yard landscaping within six months after the issuance of the certificate of occupancy. The ACC may determine if a plan for completion is satisfactory in the ACC's sole discretion. If an Owner provides a satisfactory plan for completion of back and/or side yards, back and side yard landscaping must be completed within six months after the time of issuance of the certificate of occupancy unless the ACC grants hardship exception extending the deadline. Failure to have an approved plan after the issuance of the occupancy permit or failure to complete landscaping or construct fence within six months without obtaining an exception shall be deemed a violation.

(3) Generally. All visible landscaping must be approved by the ACC. Each Owner will properly care for landscaping so that it remains healthy and alive and at a standard reasonably compatible with the other Lots in the Project. Owners of corner Lots shall ensure that the planting and maintenance of trees and shrubs are located to avoid creating hazards for the movement of vehicles on the streets.

2. Section 2(a)(i) is amended and restated as follows:

(i) Minimum Square Footage: Building Height: For any Home constructed on any Lot, the minimum total square footage of living area on the first level at or above ground level shall not be less than 1,800 square feet. For purposes of this subsection, the measurement of living space excludes porches, balconies, patios, decks and garages. This minimum square footage requirement overrides all previous minimum square footage requirements. Building height shall not exceed thirty (30) feet and shall be measured from the level of the sidewalk at the front of each respective Lot established by finding the midpoint between the highest sidewalk level in front of the Lot and the lowest sidewalk level in front of the Lot.

3. A new Section 6 is added to ARTICLE V as follows:

Section 6. Additional Enforcement Provisions. The ACC has the right and authority to enforce the CC&Rs as set forth in this Section.

(a) The ACC will provide written notice of the violation to the Owner of the Lot which is in violation. The notice will be deemed to have been delivered upon the earlier of hand delivery

of the notice to the Owner or three days after the ACC places the notice in the US Mail postage prepaid, addressed to the lot Owner.

(b) The Owner may request a hearing with the ACC within 30 days after receipt of the violation notice by using the contact information provided in the notice.

i. If the Owner requests a hearing, the hearing will take place within 30 days after the ACC receives the request. At the hearing, the Owner will have the opportunity to be heard and either dispute the existence of a violation or present a plan to remedy the violation. If the Owner disputes the existence of a violation and the ACC, by majority vote, disagrees with the Owner, the Owner will have 14 days after the date of the hearing in which to provide the ACC with a plan to remedy the violation.

ii. If the Owner does not request a hearing, the Owner will have 30 days after the Owner receives the violation notice to present a plan to the ACC to remedy the violation. If the Owner is able to remedy the violation prior to the deadline to present a plan, the Owner may provide notice to the ACC that the violation has been remedied instead of presenting a plan.

(c) All Owner plans to remedy violations must include a specific timeline by which the Owner will be in full compliance. The ACC will have the authority to approve the timeline in its sole discretion based on the ACC's responsibility to ensure reasonable and timely compliance for the benefit of the Property as a whole.

(d) If an Owner fails to submit a plan to remedy a violation, the ACC will issue a second violation notice. The second violation notice will include a deadline for reasonable and timely compliance. The ACC will determine the deadline in its sole discretion, but the deadline will not be less than 30 calendar days after the second violation notice.

(e) If an Owner fails to comply by the deadline to remedy any violation, the Owner will be assessed a fine of \$100 by the ACC, any assessment shall become a lien which shall attach to the Owner's Lot. The ACC may also impose an additional fine of \$100 for every 30 days thereafter that the Owner is not in compliance.

(f) Owners will pay fine amounts in full within 90 days. If fine amounts have not been paid in full, the Owner will incur an additional assessment of \$50 for every 30 days until all balances owed by Owner for the Lot are paid in full regardless of whether the original violation has been corrected.

(g) All fines relating to any Lot will be added together in one "account" and outstanding balances will be subject to the provisions set forth above, regardless of whether the fines relate to one or more violations of the CC&Rs.

(h) If an account remains in default for a period of one year after the lien attached, the ACC will have the right to foreclose on the Lot using the same procedures and rights outlined in Sections 208 and 301 through 308 of Utah Code Annotated Chapter 57-8a. For purposes of those

Sections, Jenny T. Jones of Faux Walker & Jones, PLLC is the initial trustee. The Trustee may be contacted at 520 E. Tabernacle, Suite 100, Saint George, UT 84770.

(i) In addition to the fines/assessments the Owners will be liable to pay any and all costs and fees, including a reasonable attorney's fee incurred in connection with any enforcement or collection action related to the Owner's violation of the CC&Rs.

4. A new Section 7 will be added to ARTICLE V as follows:

Section 7. Existing Violations. If completed construction or landscaping based on a plan previously approved by the ACC is in violation due to provisions added by this Third Amendment, that violation will be considered exempt from the new provisions. If at any time in the future, structures or landscaping which are exempt as a result of this section become damaged and need to be replaced, the Owner will cause replacement construction and landscaping to comply with the new provisions..

5. A new Section 8 will be added to Article VI as follows:

Section 8. Detached Garages and Outbuildings. Owners will not deed any detached garage or outbuilding separately from the residence for which the garage or outbuilding was originally constructed. Any attempt to violate this Section will be considered void.

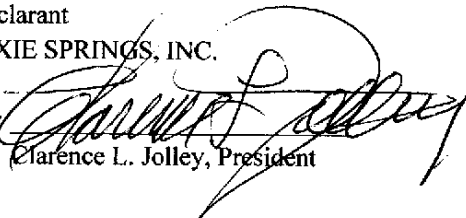
6. Capitalized terms not defined in this Third Amendment will have the definitions provided in the Original Declaration or prior amendments.

IN WITNESS WHEREOF, the undersigned Declarant, or Declarant's Agent, has executed this document on the date and year first above written.

Declarant

DIXIE SPRINGS, INC.

By:

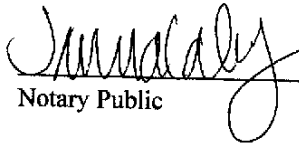


Clarence L. Jolley, President

STATE OF UTAH )  
                  *Salt Lake* )  
                                  ss: )  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me by Clarence L. Jolley as President of Dixie Springs, Inc. on August 22, 2014.

WITNESS MY HAND AND OFFICIAL SEAL.

  
\_\_\_\_\_  
Notary Public

