

Entry No. 130235 Southern Utah Title Company
Date June 16, 1967 at 9:55 A. S-68 8 to 18 Fee \$12.50
Helen P. Barker Washington County Recorder, By William A. Anderson Deputy.

DECLARATION OF RESTRICTIONS
AND
RESTRICTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

That GREAT WESTERN HORIZONS INC., a California Corporation,
being the owner of real property situated in Washington County,
Utah, designated as Plat "A" of DIXIE SPRINGS PROJECT, and more
particularly described as follows:

Beginning at the NW corner of Sec. 18 Town-
ship 42 South, Range 13 West, Salt Lake Base
and Meridian, and running thence -

North 89 degrees 53 minutes East, a distance
of 652.55 feet thence South 982.72 feet,
thence, East 660.00 feet, thence, South 2640.00
feet, thence, West 330.00 feet, thence, South
650.00 feet, thence, West 330.00 feet, thence,
South 660.00, thence, West 330.00 feet, thence,
South 352.39 feet, thence, South 89 degrees 51
minutes 20 Seconds West 330.50 feet, to the
Southwest corner of said Section 18, thence,
North 89 degrees 34 minutes West 2640.34 feet,
thence, North 0 degrees 01 minute East 2643.25
feet, to the corner of Section 13, Township 42
South, Range 14 West, Salt Lake Base and
Meridian, thence, North 89 degrees 39 minutes
30 seconds West 2644.55 feet to the West 1/4
corner of said Section 13, thence, South 89
degrees 48 minutes West 1326.83 feet, thence,
North 0 degrees 02 minutes West 1968.86 feet,
thence, East 2652.47 feet, thence, South 330.00
feet, thence, East 660.00 feet, thence, South
1320.00 feet, thence, East 1320.00 feet, thence,
North 1320.00 feet, thence, East 660.00 feet,
thence, North 660.00 feet, thence, East 1320.00
feet, thence, North 321.49 feet, thence, South
89 degrees 43 minutes East 7.45 feet to the
Point of Beginning, containing 533.03 Acres.

and desiring to establish the nature of the use and enjoyment of said property, does hereby declare said property subject to the following express covenants and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said property and with each and every parcel thereof, to-wit:

1. Each and every parcel in Plat "A" of Dixie Springs Project shall be known, described as parcels for, and limited to use as single family residences. A single family residence may include, in addition to a principal dwelling, servants quarters for occupancy by servants in the employ of the family in residence, a guest house for non-paying guests, garages, bath houses or *dressng rooms for use in association with swimming pools, storage and other out buildings, the use of which is reasonably related to residential use and enjoyment.* Each such additional building shall be built to be in harmony with the principal dwelling. This restriction shall apply until such time as county and/or city ^{shall} planning and zoning boards/with the approval and planning of the Architectural Committee described in paragraph 17 hereof rezone any portion thereof as more practical for the harmonious development of the entire Dixie Springs Project.

2. Great Western Horizons Inc., reserves the right for itself, for its agents, or representatives, to reasonably enter upon said property at any time for the purpose of examining same.

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It also reserves the right to further subdivide the property from the original 2-1/2 acres less roads, and to have legal access for the engineering, surveying, improvements, sidewalks, roads, utilities, etc. The Buyer shall pay for all improvements to his said property on a pro-rata basis. Buyer shall own the increased value of said improvements and further subdivision and shall receive all profit from the subsequent sale thereof. It is agreed that the above mentioned rights of Seller are irrevocable and are being retained by the Seller, along with the first right of refusal in the event Buyer wants to sell, for the harmonious development of the entire project. Said rights shall automatically become invalid and void when said property has been subdivided and developed into lots of not less than 10,000 sq. ft., except for the Seller having first right of refusal.

3. If at any time prior to construction of dwellings thereon, the Seller determines that the said property is of necessary value to the Seller for the harmonious development of the whole of Dixie Springs, the Seller may repurchase said property upon payment to Buyer, on a fair and equitable appraisal, but not less than double all sums actually paid in cash by Buyer to Seller. Seller will give thirty (30) days written notice to Buyer, of its intention to repurchase said property, and said notice will designate the amount of appraisal and the date of payments, and will submit to Buyer, along with the payment, a

form of cancellation of any existing agreement, in duplicate, executed by the Seller, requesting the Buyer to execute said cancellation, and to return the original thereof to Seller, provided, however, that the written notice to Buyer and subsequent payment to Buyer shall constitute the full repurchase of said property and full satisfaction of Buyer's rights, whether said cancellation is executed by the Buyer or not.

4. Seller reserves all mineral rights to said property. Neither Seller nor its beneficiaries or agents or other representatives shall hereinafter encumber said property without the written consent of the Buyer (improvements for development as referred to earlier excepted).

Neither Buyer, nor its beneficiaries or agents or other representatives shall hereinafter undertake any additional offsite improvements in the said subdivision or perform any other work on said property which may result in the creation of a mechanics lien, without the written consent of the Seller, and without first filing with the city or county as required, surety bonds required for the performance of work and payments of materials and labor costs requisite to such additional improvements. In the event such additional improvements are so undertaken, the contractor making such improvements or performing such work shall do so in accordance with the final Subdivision Public Report pertaining to such subdivision and said property.

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5. No trade, business, profession, or other type of commercial activity shall be engaged in nor carried on upon any portion of the said property, unless the Architectural Committee deems a change necessary and the county and/or city planning and zoning commission approve said change.

6. All structures erected on said property shall be of good, new, workmanship-like construction, and no buildings shall be moved from any other location onto said property. No principal dwelling shall have an interior floor area (including the walls proper) of less than 1,400 square feet, exclusive of open porches, garages or similar attached projections or extensions. This paragraph shall not apply to any temporary building used for storage purposes during progress of construction continuously prosecuted.

7. No garage or other outbuildings shall be constructed on said property, nor on any of the parcels or lots therein, until a principal dwelling shall have been constructed thereon, or until a contract with a responsible contractor shall have been entered into for the construction of such principal dwelling which shall comply with the restrictions herein contained, and no garage, house trailer or other outbuilding shall in any event, be used as a residence during construction of the principal residence.

8. All buildings commenced on said property or on any of

the parcels and/or lots herein, must be completed within twelve (12) months from the date of commencement of construction.

9. The lines of the walls of any building nearest the front property line of any structure on any of the said lots or parcels shall not be closer than 30 feet to the front property line, and the side walls thereof shall not be closer than 15 feet to the side lot line. (Cul de sacs excepted upon approval from the Architectural Committee defined in paragraph 17.)

10. None of the parcels or lots as designated in the final subdivision map, shall be subdivided into smaller lots, except by the seller. None of the parcels or lots shall be conveyed or encumbered in less than the full dimensions of such lot or parcel as shown in the current plat of Plat "A" or amendment thereto of Dixie Springs Project, except for public utilities. Nothing herein contained shall prevent the dedication or conveyance of portions of lots by Seller for public utilities.

11. No part of said property, and none of the lots or parcels therein shall be used for residential purposes prior to the installation thereon of flush water toilets, and all bathrooms, toilets, or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to current Utah State Department of Health specifications and regulations, however if and when sewers are available, then all such bathrooms, toilets and sanitary conveniences thereafter installed shall be connected

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to such sewer systems, and all existing septic systems and cess-pools shall be changed to the sewer systems within 90 days after availability.

12. No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on said property nor any of said lots or parcels therein, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the holder of any such parcel or lot therein.

13. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities as shown on the final plat of said Plat "A" subdivision.

14. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities shall be placed underground or placed in enclosed areas so as not to be visible from the adjoining property or streets.

15. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on said property nor on any parcel or lot therein, provided, however, that a reasonable number of personal pets such as dogs, cats, or other household pets may be kept, but shall be kept fenced or leashed at all times, and provided further, that any such pet shall be kept in such a manner as not to create a public nuisance.

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16. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said property nor any of the parcels or lots therein. In the event of any owner not complying with the above provisions, the declarant, or its successors and assigns, shall have the right to enter upon the property, parcels or lots and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

17. There is hereby created an Architectural Committee consisting of five (5) persons. In order to insure that the homes and other buildings will preserve a uniformity of high standard of construction and appearance, no building or other structure shall be erected, placed or permitted to remain on said property, nor on any parcel or lot in said subdivision, until a set of plans, including working drawings, elevations and specifications, boundary lines and set backs, is submitted to and approved by the said Architectural Committee as meeting the requirements of these restrictions. The Committee shall act with due promptness, and in the event the committee shall fail to act to approve or disapprove in writing any matter properly submitted in writing to it hereunder within 30 days from submission, such plans shall be deemed approved, provided such plans meet all the requirements of these restrictions. Edward O. Anderson, Ray R. Schofield, W. C.

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John, Ray Lewis and Gordon L. Lund shall be the initial members of the Architectural Committee, with Edward O. Anderson as Chairman. The members of the committee may be changed from time to time by action of the Board of Directors of Great Western Horizons Inc., or by the action of the Board of Directors of a non-profit corporation organized for that purpose.

18. The foregoing restrictions and covenants run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1990, at which time said covenants and restrictions shall automatically be extended for successive periods of 10 years, or so long thereafter as may be provided or permitted by law.

If there be a violation or threatened or attempted violation of any of said covenants or restrictions, it shall be lawful for Seller or any person or persons owning property situated in said Plat "A" of Dixie Springs Project to prosecute proceedings at law or in equity against all persons violating or threatening to violate, or attempting to violate any such covenants or restrictions, and to enforce all remedies afforded by law, to enforce said covenants and restrictions, or prevent infraction thereof, or may recover all lawful damages or other dues for such violations.

Invalidation of any one of these said covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full

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force and effect.

19. Deeds of conveyance of said property, or any part thereof, shall contain the above Declaration of Restrictions and Restrictive Covenants or make reference to this document. Violation of any one or more of such covenants or restrictions shall not effect the lien of any mortgage now of record, or which may hereinafter be placed on record, upon said property or any parcels or lots therein or any part thereof.

20. No waiver, abandonment, termination, modification or alteration of said covenants and restrictions created and established herein shall become effective until a proper instrument in writing reflecting the same shall be executed and recorded in the office of the County Recorder of Washington County, Utah.

21. The words "any lot or parcel" or words of similar import used herein are intended to designate all of the property in said Plat "A" Dixie Springs Project, all of which said property is expressly made subject to these covenants and restrictions.

DATED: May 26th 1967

GREAT WESTERN HORIZONS, INC.

By Wayne C. John

Wayne C. John, President

By Secretary

Secretary

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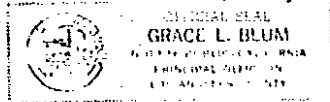
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STATE OF UTAH)
) SS.
COUNTY OF WASHINGTON)

On this 26th day of May, 1967, before me
Grace L. Blum, a Notary Public in and for
said County and State, personally appeared Walter G. John
_____, known to me to be the
President, and Gordon L. Lund, known
to me to be the Secretary, of the Corporation that executed
the within Instrument, known to me to be the persons who executed
the within Instrument, on behalf of the Corporation herein named,
and acknowledged to me that such Corporation executed the within
Instrument pursuant to its by-laws or a resolution of its board
of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

Grace L. Blum
Notary Public in and for said County
and State.



My Commission Expires May 12, 1970