

COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
WARM SPRINGS SUBDIVISION

Warm Springs Development Company, a Delaware Corporation licensed in the State of Utah, is the owner of a leasehold interest pursuant to a lease from the State of Utah recorded on the 19th day of January, 1982, at Book 304, Pages 194-201, Washington County Records, of the following described property, in Washington County, State of Utah:

Lots 1 through 18 of Warm Springs Townhomes Phase I, an 18 Lot Subdivision located at Parcel One, Beginning at a point S 00 19'19"E 661.29 Ft. along the 40 line and S 88 45'56" W 596.70 Ft. along the 1/64th line from the NE corner of the SE 1/4 SW 1/4 Section II, T 42S, R 15W, SLB & M. and running thence N 00 19'19" W 316.54 Ft., thence S 89 40'41" W 201.59 Ft., thence S 00 19'19" E 249.02 Ft. to a point of tangency with a 220.43 Ft. radius curve to the left, thence southeasterly along the arc of said curve 71.88 Ft., thence N 88 45'56" E. 190.01 Ft. to the point of beginning, containing 1.466 Acres. Parcel Two, Beginning at a point S 00 19'19" E 661.29 Ft. along the 40 line and S 88 45'56" W 855.21 Ft. along the 1/64 line from the NE corner of the SE 1/4 SW 1/4 Section II, T 42S, R 15W, SLB & M. and running thence S 88 45'56" W 111.13 Ft., thence N 00 19'19" W 188.29 Ft., thence N 88 45'56" E 85.65 Ft. to a point of tangency with a 20.00 Ft. radius curve to the right, thence southeasterly along the arc of said curve 31.73 Ft., thence S 00 19'19" E 96.17 Ft. to a point of tangency with a 286.43 Ft. radius curve to the left, thence southeasterly 72.48 Ft. along the arc of said curve to the point of beginning, containing 0.444 acres. Parcel three, beginning at a point S 00 19'19" E 661.29 Ft. along the 40 line and west 864.24 Ft. from the NE corner of the SE 1/4 SW 1/4 Section II, T 42 S, R 15W, SLB&M. and running thence S 00 19'19" E 58.00 Ft. to a point of tangency with a 20.00 Ft. radius curve to the right, thence southwesterly 31.10 Ft. along the arc of said curve, thence S 88 45'56" W 82.33 Ft., thence N 00 19'19" W 79.13 Ft., thence N 89 40'41" E 102.00 Ft. to the point of beginning, containing 0.182 acres.

and it is the intention of said owner to include all of the above-described premises in a subdivision plat, recorded concurrently herewith. Said premises are to be divided into lots and blocks as shown on said plat, and donation of streets shown on said plat is hereby made to the public. The easements indicated on said easements are hereby reserved for public utilities and for any other uses as designated hereon and no other structures other than for such utility purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said owner hereby subjects said premises to the following covenants, restrictions and conditions; and the acceptance of any sublease or other conveyance thereof by the lessee, sublessee or grantee therein, and each of their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such lease, sublease or conveyance, subject to said covenants, restrictions and conditions, as follows.

All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations herein as the original parties hereto.

1. LAND USE AND BUILDING TYPE: No lot designated on the subdivision plat as residential shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot, unless and 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. A landscaping and fence plan must be submitted to the committee along with the plot plan for approval.

2. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet.

3. **BUILDING LOCATION:**

(a) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

4. **LANDSCAPING:** Each lot shall have, at all times following initial construction of a resident thereon, two trees planted thereon in the 20 feet nearest the lot frontage.

The entire area between the front of any residence and any adjacent street (or between the side of any corner lot residence and any adjacent street) shall be landscaped with lawn by the builder of any residence. Installation of said landscaping shall be made prior to occupancy of any residence, or approved alteration thereof.

5. **CARE AND MAINTENANCE:** The lawns, landscaping, and trees referred to herein shall be properly cared for and maintained, to remain healthy and alive.

6. **EASEMENT:** Easement for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat, and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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 the sublessee of each lot.

7. **COMMERCIAL ACTIVITIES AND NUISANCES:** No commercial activities of any kind whatever shall be conducted in any building or on any portion of the premises. The foregoing restrictions and those of subparagraph (g) shall not apply to the commercial activities, signs and billboards, if any, of the declarant during the construction and sales period. 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.

8. **TEMPORARY AND OTHER STRUCTURES:** No old or secondhand structure shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction and of good quality workmanship and materials. No structure of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

9. **SIGNS:** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any of the property. No "For Sale" signs larger than two feet by three feet shall be displayed upon or about the property.

10. **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 incinerators or other equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot except within a standard concrete incinerator.

11. **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. Approval of such system as installed shall be obtained from such authority.

12. **SLOPE AND DRAINAGE CONTROL:** 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 or drainage channels 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 sublessee of the lot, except for those improvements for which a public authority or utility company is responsible.

13. **ARCHITECTURAL CONTROL COMMITTEE:** There is hereby established an architectural control committee, consisting of three members. A majority of the committee may select a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties. The architectural control committee is composed of:

Ronald Joseph
Roy Troyer
Dale Seipp

The committee's approval or disapproval required in these covenants shall be in writing. In the event the committee or its designated representative fails to act within 30 days after plans have been submitted to it, or in any event, if no suit has been commenced to enjoin construction prior to completion of a structure, approval will not be required, and the covenants will be deemed to have been fully complied with.

14. **DURATION OF RESTRICTIONS:** All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against the property and the owners thereof, until twenty years from the date of recordation and shall then be continued as then in force for an additional period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within the six months prior to the date twenty years from the date from the date of recordation or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than three-fourths in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Washington County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided for.

15. **ENFORCEMENT:** Each and all of said conditions, covenants and reservations is and are for the benefit of each sublessee, assignee or other grantee of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the successors in interest. Each

sublessee, assignee or other grantee of any part or portion of said property by acceptance of any instrument of conveyance, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each sublessee, assignee or other grantee the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any sublessee, assignee, other grantee or occupant of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided however, that any subsequent sublessee, assignee or other grantee of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

16. VIOLATIONS CONSTITUTES NUISANCE: Every act or omission, whereby any restrictions, conditions or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the sublessor herein or its successors in interest and/or by any sublessee, assignee or other grantee and such remedy shall be deemed cumulative of any others allowed by law and not exclusive. Nothing herein shall be deemed to obligate the State of Utah to abate any nuisance.

17. CONSTRUCTION WITH STATE LEASE: The conditions and provisions of this document shall be construed so as to be consistent with the terms, conditions, and provisions of Special Use Lease Agreements No. 512, and where this document and Special Use Lease Agreement No. 512 are inconsistent, Special Use Lease Agreement No. 512 shall control.

18. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations 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 reservations, 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 sublessees, 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 becomes unenforceable.

DATED this 26th day of September, 1986.

WARM SPRINGS DEVELOPMENT COMPANY
By *Ronald Joseph*
Ronald Joseph
President

STATE OF WYOMING)
County of Laramie) ss:

On the 26th day of Sept, 1986, personally appeared before me Ronald Joseph, President of Warm Springs Development Company, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Vivian J. Siefert
Notary Public
Residing at: *Chaparral, Wyo.*

Commission Expires: 3/10/89

REQUEST: *Dom. Int. Person*
BOOK 427 P. 182-885
PAGE 1860
1986 OCT -8 AM 11:13
DOCUMENT 302650
HEBERT'S IDENTICAL
WASHINGTON COUNTY RECORDER
1891

