

RESTRICTIVE COVENANTS

279850

As Amended July 13, 1985

Page 1

KNOW ALL MEN BY THESE PRESENT:

Dixie Deer Home Owners Association, Unit One (1), of the following described property situated in the County of Washington, State of Utah, to-wit:

Block 1: Lots 1 to 9, both inclusive; Block 2: Lots 1 to 16, both inclusive; Block 3: Lots 1 to 16, both inclusive; Block 4: Lots 1 to 16, both inclusive; Block 5: Lots 1 to 17, both inclusive; Block 6: Lots 1 to 18, both inclusive; Block 7: Lots 1 to 18, both inclusive; Block 8: Lots 1 to 14, both inclusive; Block 9: Lots 1 to 27, both inclusive; Block 10: Lots 1 to 16, both inclusive; Block 11: Lots 1 to 11, both inclusive; Block 12: Lot 1; Lots 3 to 20; Lots 22 to 25; Block 13: Lots 1 to 35, both inclusive, DIXIE DEER ESTATES, a Subdivision, according to the Official Plat thereof, recorded in the office of the County Recorder of Washington County, Utah.

In consideration of the premises and as part of the general plan for improvement of said property, does hereby declare the property herein-above described subject to the restrictions and covenants herein recited.

1. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporations who now own or shall here-after acquire any interest in the land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereto to a date 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

2. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage and such other buildings, shed for garden tools or other structures which the Architectural Control Committee approves in advance. No lot shall be divided or re-subdivided into smaller lots or parcels. Wells shall not be drilled or dug upon any lot. No trash, ashes, or any other refuse may be thrown or dumped on any such lot or on any land owned in Washington County by Dixie Deer Home Owners, Unit One (1), except as permitted by the Architectural Control Committee in advance.

3. The land in this subdivision shall be maintained and preserved in its original and natural conditions, so far as possible. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement, all of which must be authorized and approved by the Architectural Control Committee referred to below.

4. 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 conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation, and as to size. The only fences allowed are up to 6 feet high in the back yard and 3 foot decorative fences in the front yard unless similarly approved by the Committee.

5. No dwelling shall be permitted on any lot of less than 400 square feet, exclusive of lot, as approved by the Architectural Control Committee. It being the intention and purpose of this covenant to insure that all structures be of a quality of workmanship and materials substantially the same of that which can be produced at the minimum cost set forth.

6. No building or other structure shall be located on any lot nearer than 10 feet from any property line of any such lot except as approved in advance by the Architectural Control Committee.

7. No noxious or offensive activities 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent, without first obtaining prior written permission of the Architectural Control Committee. Also, no trailers, mobil homes or tents shall be stored on a lot, unless there is a permanent residence there.

9. No farm animals or poultry may be kept on any lot for a period of greater than one continuous period of 36 hours in any one calendar week.

10. No sign, billboard or advertising structure of any kind shall be erected or displayed on any lot except one "For Sale", or "For Rent", or "For Lease" sign of a size not to exceed more than one square foot, except a sign of not more than six square feet advertising the property for sale or rent used by the builder or subdivision developers to advertise the property during the construction and sales period. Identification signs of owners are allowed.

11. In conjunction with any residence built upon any such lot, such residence is required to have a sewage disposal system constructed conforming to the requirements of the Utah State Department of Health, or the City of Central Utah.

12. An easement for the installation and maintenance of utilities is hereby reserved on each lot, the location of which shall be as shown on the recorded subdivision plat or at such other location determined by the Architectural Control Committee as being necessary and convenient, provided however, that the same shall not unreasonably interfere with the individual lot owner's use and enjoyment of his property.

13. The Architectural Control Committee is composed of elected officers of Dixie Deer Home Owners Association, Unit One (1). In the event of the resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove or to grant or refuse to grant permission as specified in these covenants, or to designate a representative with like authority. Neither the members of such committee or its designated representative shall receive any compensation for services performed pursuant hereto. In the event of the resignation of any member of such committee, the remaining members of such committee may at their option appoint a successor on such committee for such member. The Committee's approval or disapproval, or grant of permission or refusal of grant of permission shall be in writing. In the event said committee, or its designated representative, fails to approve or disapprove within 30 days or to grant or refuse permission within 30 days after request, approval or permission will not be required and this covenant shall be deemed to have been fully complied with.

14. Each lot owner shall automatically be a member of an association composed of all of the owners of lots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every member at his last known address, stating the time and place of the first meeting and a general statement of the business to be transacted. This notice shall be mailed at least fifteen (15) days before but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each lot being entitled to one vote and such business shall be transacted as properly comes before it. No officer shall be entitled to compensation for the discharge of the duties of his office and the operation of this association shall be on a non-profit basis. The association shall have the power to assess and collect monies from each lot owner on a fair and equal basis, as agreed to by a majority of the members, to meet its administrative expenses and to accomplish any of the above or such other improvements as are approved by a majority vote of the members.

15. If any owners of any lot, or their successors or assigns, shall violate or attempt to violate any such covenants or restrictions herein, the then property owners, individually or collectively, and the members of the Architectural Control Committee, individually or collectively, shall have the right to prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate any such covenants or restrictions and either prevent him from so

RESTRICTIVE COVENANTS, UNIT ONE(1)

doing or to recover damages or other dues for such violation. Any person owning an interest in a lot in this subdivision, his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable Attorney's fee.

16. Invalidation of any one of these covenants in whole or in part, by judgement or court order or otherwise, shall affect the validity of any of the other provisions not so invalid and such other provisions shall remain in full force and effect.

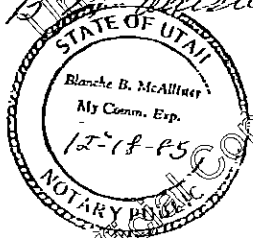
DIXIE DEER HOME OWNERS ASSOCIATION, UNIT ONE (1)

By:

Allen A. Koffhart
President

Regina J. Balis
Secretary/Treasurer

Blanche B. McAllister



REC'D
384
12550
1985 AUG - 8 AM 10:33
279850
HERBERT S. GEMLEY
WASHINGTON STATE BAR
1971