



Dixie Springs Subdivision

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

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

As of November 1, 2022

This Fifth Amendment of Covenants, Conditions and Restriction of Dixie Springs Subdivision is made by the Body consisting of Sixty-three (63) Percent of Dixie Springs Property Owners (hereafter called "OWNERS") this 1<sup>st</sup> day of November, 2022.

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 Original Declaration was further amended by a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions of Dixie Springs Subdivision" which was recorded on August 26, 2014 as Document Number 20140026145 in the Official Records of Washington County, Utah (the "Third Amendment").

The Original Declaration was further amended by a document entitled "Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of Dixie Springs Subdivision" which was recorded on September 3, 2015 as Document Number 20150031285 in the Official Records of Washington County, Utah (the "Fourth Amendment").

The Original Declaration was further amended by a document entitled "Corrective Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of Dixie Springs Subdivision" which was recorded on February 22, 2016 as Document Number 20160005548 in the Official Records of Washington County, Utah (the "Corrective Fourth Amendment").

The OWNERS, in accordance with Article VI, Section 2 of the Original Declaration, desire to amend the Original Declaration to refresh and/or remove outdated elements of the Original Declaration and its subsequent amendments.

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

1. Article II, Section 1 and all subsections (a through g) of Section 1 shall be removed in its entirety. The institution of the Architectural Control Committee and its authority is hereby rescinded.

2. Article II, Section 2(a)(c)(e)(e.5)(g)(h)(k.1-3)(l)(p)(r) is amended and restated as follows:

(a) Building Type: All Lots shall be used only for single family residential purposes. The building or structure permitted by the City of Hurricane and Washington County 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 first obtaining the permits required by Washington County and/or the City of Hurricane. All structures shall be constructed in accordance with the zoning and building ordinances of Washington County.

(c) Driveways and Sidewalks: Driveways shall be constructed out of concrete or other hard materials except that driveways consisting of cinders, sand, gravel, asphalt, or dirt shall not be permitted on any Lot. There shall be sufficient 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.

(e) Yard Walls and Fences: Yard walls and/or fences shall be of brick, block, stucco, or stone and shall be of a color which blends with the exterior of the structure on the home. No chain link, wire, vinyl, or wood fences will be permitted. Wall height shall conform to city and county ordinances and shall not extend beyond the front setback lines except for issues of privacy or to act as a retaining wall between two Lots of varying height. 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 highest Lot. Walls may not be bermed for the purpose of increasing allowable height. Owners are encouraged to communicate and agree upon items such as wall height and materials prior to the construction of party walls.

(e.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.

(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. All visible property must include some living vegetation (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. All landscaping shall be properly cared for to remain healthy and alive.

(2) Back and Side Yard Landscaping: Within six (6) months of the issuance of the certificate of occupancy, the Owner of each Lot will either: (A) cause back and side yard landscaping to be completed or (B) cause the back and side yards to be fully fenced.

(3) Generally: 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.

(h) REMOVED

(i) Minimum Square Footage & Building Height: The minimum total square footage of living area on the first level about 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 Eighteen Hundred (1800) square feet for a single level home. Homes may consist of more than one story. In the case of homes with more than one story, the main floor must have a minimum of 1600 square feet, with a total of at least 2600 finished square feet on all floors. The front elevation must contain detailed architecture. Building height shall not exceed 35 feet and shall be measured from the level of the sidewalk at the front of the property established between the high and the low sidewalk levels.

(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) Exterior construction materials shall consist of quality material similar to stucco and shall be in colors and of materials indigenous to the area. All homes must be constructed of new materials.

(2) Roofing materials will be limited to tile. No mansard roofs will be allowed. Dome structures will not be allowed with the exception of domes used as observatories for telescopes.

(p) Roof Mounted Heat Pumps and Solar Panels: Solar panels are permitted provided they are low profile and are installed according to all applicable laws and ordinances after obtaining required permits from Washington County. Heat pumps and/or air conditioning units shall not be allowed to be mounted on any roof.

(r) Time of Construction: Once begun, any improvements, construction, landscaping, or alterations shall be diligently pursued to completion.

3. Article III Section 3 is removed in its entirety.

4. Article IV (Section 1)(Section 4)(Section 5)(Section 7)(Section 11)(Section 14)(Section 15) is amended and restated as follows:

Section 1. Residential Use: Each owner shall occupy or use their 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 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 excessive (defined as more than one car at a time) require parking or office visits.

Section 4. Household Pets Permitted: No animals or livestock 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. REMOVED

Section 7. Leases: 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 Lessor must be responsible for the Lessees compliance to the CC&Rs.

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 unless such placement is required to function properly and all City, County and other regulatory ordinances are observed.

Section 14. REMOVED

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 enclosed garage. 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.

5. Article V (Section 1)(Section 3)(Section 6) is amended and restated as follows:

Section 1. Enforcement: 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 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 may be extended for successive periods of ten (10) years with the approval of 60% of Lot Owners.

Section 6. REMOVED in its entirety along with all subsections

Section 7. Existing Violations: If completed construction or landscaping is in violation due to provisions added or modified by this Fifth 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/or landscaping to comply with the new provisions.

Article VI (Section 1)(Section 2) is amended and restated as follows:

Section 1. REMOVED

Section 2. Lot Owners Right to Amend: This Declaration may be amended 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 OWNERS' Agents, herein have executed this document on the day and year first above written.

SIXTY THREE PERCENT OF DIXIE SPRINGS LOT OWNERS,

Through their Agent, Evelyn Oberg

By:

*Evelyn Oberg*  
Evelyn Oberg

STATE OF UTAH

ss:

COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me by Evelyn Oberg, Agent of 63% of Dixie Springs Lot Owners on November 1, 2022.

WITNESS MY HAND AND OFFICIAL SEAL



*[Signature]*  
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Notary Public