

PROJECT, Kelly L. Gates
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WASHINGTON COUNTY RECORDER

BY: [Signature]

PROTECTIVE COVENANTS FOR DIAMOND VALLEY RANCH ACRES
WASHINGTON COUNTY, STATE OF UTAH

Phase II & II A

KNOW ALL MEN BY THESE PRESENT: That Diamond Valley Ranch, Inc., a Utah corporation, is the owner of the following described property in Washington County, State of Utah, to-wit:

Diamond Valley Acres as recorded in
the Washington County Recorder's Office

SUBJECT to existing rights of way.

NOW, THEREFORE, said owners hereby subject said premises to the following covenants, restrictions and conditions; and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and 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 deed or conveyance, subject to said covenants, restrictions and conditions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: 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 or carport for not more than three cars. At each construction site there shall be a portable outhouse (toilet) for the construction workers.

Trash and rubble from construction shall be contained in an approved (by the architectural committee) container and disposed of by conventional (trash collector) means. No burning of trash and rubble is permitted. During dry seasons, sprinkling is required during excavation, grading, etc. to reduce dust production and spread.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II of these covenants.

A. No fence, wall, swimming pool or other construction shall be erected, placed, or altered on any lot without approval of the architectural control committee. Provided, however, that no such building or dwelling shall have a ground floor area, exclusive of one story open porches, garages, and carports, less than 1400 square feet on the ground level.

3. DIAMOND VALLEY OWNERS ASSOCIATION: The owner of any lot shall be a member of Diamond Valley Owners Association, a Non-profit Corporation, and shall be assessed by said Association for the purpose of owning, operating and maintaining the streets in said subdivision.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front line than 30 feet therefrom, measured to the foundation of such building; nor nearer than 10 feet to the rear lot line; nor nearer than 10 feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a 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, steps, or open porches, to encroach upon another lot.

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5. EASEMENT: Easement for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat. Within the reasons, no structure, planning 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 of drainage channels in easements, or which may obstruct or retard the flow of water through drainage channels in easements. 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 public authority or utility company is responsible.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

7. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, camper, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures 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 of good quality workmanship and materials.

8. SIGNS: No billboard of any character shall be displayed to the public view on any lot except one professional sign not more than one (1) square foot or one sign of not more than (5) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sale provided it is first approved by a control committee.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be permitted, erected, or maintained upon any lot.

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10. LIVESTOCK-POULTRY AGRICULTURE: ~~The keeping of not more than two horses or two cows or one of each shall be permitted for private use only, providing they are kept at a designated area.~~ Household pets may be kept, provided they are not kept, and maintained for any commercial purposes and do not constitute a legal nuisance. Swine are not permitted at any time under any circumstances. ~~Only a total of five (5) poultry may be kept on any one lot. Poultry includes chickens, turkeys, ducks, geese, peafowls, guinea fowls, etc.~~ *H.L.B.*

11. 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 temporarily in sanitary containers and no burning of rubbish and trash shall be permitted except with a permit from the Architectural Control Committee and any other entity which requires a permit such as the county, etc., and no incinerators will be permitted. *H.L.B.*

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

13. SEWAGE DISPOSAL: No residual sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed in accordance with the requirements, standards and accommodations of State Health Department and Architectural Control Committee. Approval of such system as installed shall be obtained from such authorities.

14. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS: No fence, wall hedge, or shrub planting which obstructs sign lines at elevations between 2 and 5 feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular formed by the front and side lines of such lot, sign line limitations shall apply

on any lot within ten (10) feet from the intersection of a street property line with the edge of a drive way or alley pavement. No trees shall be permitted to remain within such distances of such intersections or obstructions of such sight lines.

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ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. 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 said property and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until twenty-five years, and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless, within the six months prior to 1999 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 unless and until further changed, modified or extinguished in whole or in part as herein provided for by mutual written agreement with not less than seventy per cent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust), duly executed and placed of record in the office of the County Recorder of Washington County, Utah, provided, however, that no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands which are a part of said property and which are held in private ownership within five hundred feet in any direction from any direction from the exterior boundaries of the property concerning which a change or modification is sought to be made.

2. ENFORCEMENT: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner 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 respective successors in interest of said Grantor. Each Grantee of the Grantor of any

part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner 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 such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bonafide mortgage or deed of trust which shall have been given in good faith, and for value; provided however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise. Anyone found in violation of any of these covenants shall pay any court costs incurred and a reasonable attorneys fee incurred to the person, party or entity enforcing said covenants whether private or otherwise.

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3. VIOLATION CONSTITUTES NUISANCE: Every act or omission, whereby any restrictions, condition 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 Grantor or its successors in interest and/or by and lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall be 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 the Grantor and Grantee, 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.

5. RIGHT TO ENFORCE: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors, and assigns, and failure by Grantor, or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. ARCHITECTURAL COMMITTEE: The architectural committee which is vested with the powers described herein shall consist of the Board of Directors of Diamond Valley Ranch, Inc. or their designees in such number as they shall determine. Prior to commencement of any excavations, constructions or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications, therefore, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required. When all lots in Diamond Valley Subdivision have been sold by Grantor, said plans and specifications shall be approved by and architectural committee approved by a majority of owners of lots in the property herein described and only owners of said lots shall be privileged to vote for said architectural committee. Provided however, the Grantor shall have the right to appoint members of the architectural committee as provided above until such time as all lots in the said subdivision have been sold by the Grantor.

7. ASSIGNMENT OF POWERS: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used, it includes assigns or successors in interest of the Grantor.

IN WITNESS WHEREOF we have hereunto set our hands and seal the
24 day of November, 1980.

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DIAMOND VALLEY RANCH, INC.

By, King S. Hales, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of

November, 1980.

My Commission Expires 1981

Attest:



Emile Robinson
Notary Public
Residing St. George, Utah