

PROTECTIVE COVENANTS AND DECLARATION
OF BUILDING AND USE RESTRICTIONS

ARTICLE I

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Washington County, State of Utah, and more particularly described as follows:

Beginning at the Northwest Corner of the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) Section 20, Township 40 South, Range 16 West, Salt Lake Base and Meridian. Said point being North 89° 40' 15" West 1334.16 feet along the section line from the North one-quarter (1/4) Corner of said Section 20 and running thence South 00° 11' 38" East 2664.32 feet to the Southwest Corner Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of said Section 20, thence South 00° 09' 49" East 1338.03 feet to the Southwest Corner of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of said Section 20, thence South 89° 49' 17" East 1317.51 feet to the Southeast Corner of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of said Section 20, thence South 89° 49' 26" East 1318.57 feet to the Southeast Corner of the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of said Section 20, thence South 00° 17' 39" East 1341.16 feet to the Northeast Corner of the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of said Section 20, thence North 00° 16' 54" East 1669.38 feet along the 1/16 line to the southwesterly right-of-way line of Utah State Highway #18, thence North 29° 45' 20" West 883.51 feet along said right-of-way, thence South 60° 14' 40" West 420.00 feet to a point of tangency with a 270.32 foot radius curve to the right, thence southwesterly 140.39 feet along the arc of said curve, thence West 1016.42 feet to a point of tangency with a 15.00 foot radius curve to the right, thence northwesterly 23.56 feet along the arc of said curve, thence North 1134.15 feet to a point of tangency with a 425.00 foot radius curve to the right, thence northeasterly 446.87 feet along the arc of said curve, thence North 60° 14' 40" East 510.29 feet to the southwesterly right-of-way of State Highway #18, thence North 29° 45' 20" West 50.00 feet along said right-of-way, thence South 60° 14' 40" West 510.29 feet to a point of tangency with a 475.00 foot radius curve to the left, thence southwesterly 499.45 feet along the arc of said curve, thence South 135.95 feet, thence West 645.65 feet to the west line of the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 17, Township 40 South, Range 16 West, Salt Lake Base and Meridian, thence South 00° 02' 07" East 536.14 feet to the point of beginning containing 231.98 Acres.

Entry No. 178382 Recorded at request of Security Title Co.
Date October 19 1976 at 1:15 P.M. Book 204 Page 290-294 Fee \$ 6.50
A. R. Paul Washington County Recorder, By Deputy.

do hereby establish the nature of the use and enjoyment of all Lots in Dammeron Valley Meadows, as described above, and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations, to wit;

ARTICLE II

RESIDENTIAL AREA COVENANTS

1. LAND USE: This land is intended primarily for residential use. The Washington County Commission has zoned the land RA-5: to provide areas for small farms, hobby farms, and agricultural developments. Household pets, raising of crops, horticulture, gardening, stabling of livestock along with their accessory building and uses are permitted.

2. EASEMENT: Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat of the above subdivision. If an owner desires to abandon the 25.0' Road and Utility Easement he must do so in conjunction with the adjoining property owners thereby making a total abandonment of the 50.00' easement and said abandonment must be approved by the DAMMERON VALLEY LANDOWNERS ASSOCIATION.

3. BUILDING TYPE: No more than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage and carport for not more than three cars and all buildings and barns as necessary. This does not restrict the provisions of paragraph 9, infra. All fences shall be erected of new material which enhance the appearance of the landscape. Rail or split rail type fences normally associated with ranch settings are approved. All other types of fences require the prior approval of the Board of Trustees prior to their being installed. All buildings shall be set back at least thirty (30) feet from property lines or recorded easements.

4. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, rubbish 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. Each lot and its abutting

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street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. No activity which may become an annoyance or a nuisance to the neighborhood will be allowed.

5. TEMPORARY STRUCTURES: All temporary structures including mobile homes, must be approved by the DAMMERON VALLEY LANDOWNERS ASSOCIATION. Approval will only be given for no greater than one (1) year for purposes of a temporary residence while a permanent residence is being constructed.

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one square foot, (b) one sign of not more than five square feet, advertising the property for sale or rent, or (c) signs used by a builder to advertise the property during the construction and sales period.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot.

8. COMMERCIAL ENTERPRISE: No commercial business shall be permitted on any lot in the subdivision without prior approval of the DAMMERON VALLEY LANDOWNERS ASSOCIATION.

9. DIVISION OF LOTS: If any lot owner should desire to divide his property into smaller parcels it must be approved by the DAMMERON VALLEY LANDOWNERS ASSOCIATION and applicable County and State agencies, and must also have the approval of the adjacent property owners and all property owners within three hundred (300) feet of the property line of the property being divided.

ARTICLE III

GENERAL PROVISIONS

1. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot without approval of the Board of Trustees of DAMMERON VALLEY LANDOWNERS ASSOCIA-

TION INC., no fence or wall shall be erected, placed or altered on any lot, and no mobile home will be allowed upon any lot without the approval of the Board of Trustees. The Board of Trustees approval or disapproval as required in these covenants shall be in writing within thirty (30) days after plans and specifications have been submitted.

2. ENFORCEMENT: These covenants shall be binding and inure to the benefit of all present and future owners of the property and they may be enforced by the Board of Trustees or by appropriate action in a Court of Law. If it becomes necessary for an owner or the DAMMERON VALLEY LANDOWNERS ASSOCIATION to enforce these covenants, the party in violation of these covenants shall be responsible for paying all costs of enforcement including a reasonable attorney's fees incurred by the enforcing party.

3. TERMS OF COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for succession periods of ten (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.

4. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which all remain in full force and effect.

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

6. MEMBERSHIP IN CORPORATION: Membership in the DAMMERON VALLEY LANDOWNERS ASSOCIATION, INC., is appurtenant to and shall be an incident of ownership of any lot in

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DAMMERON VALLEY MEADOWS SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of September, 1976.

By A. Brooks Pace
A. BROOKS PACE, President

By Andrew B. Pace
ANDREW B. PACE, Secretary

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 1st day of September, 1976, personally appeared before me A. BROOKS PACE and ANDREW B. PACE, who being by me duly sworn did say, each for himself, that he, the said A. BROOKS PACE is the President, and he, the said ANDREW B. PACE is the Secretary of the Dammeron Corporation, and that the within adn forgoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said A. BROOKS PACE and ANDREW B. PACE each duly acknowledged to me that said Corporation executed the same and that the Seal affixed is the seal of said Corporation.

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Claire M. Dalton
NOTARY PUBLIC
Residing at St. George, Utah 84770

My Commission Expires:

4-3-77

