

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



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

As of August 25, 2014

This Third Amendment of Covenants, Conditions and Restrictions of Dixie Springs Subdivision is made by the Declarant this 25 day of August, 2014.

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 Declarant desires to amend the Declaration in order to more accurately express the intent of certain provisions in the light of the existing circumstances and information and to better insure in light of the existing circumstances and information, the workability of the arrangement contemplated by the Declaration.

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

1. Article II, Section 2(g) is amended and restated as follows:

(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. If the front landscaping is not completed, the Owner will provide a plan for completion to the ACC. The plan includes completion of the front landscaping within six months after the issuance of the certificate of occupancy. The ACC may determine if a plan for completion is satisfactory in the ACC's sole discretion. If an Owner provides a satisfactory plan for completion of front landscaping, front landscaping must be completed within six months after the time of issuance of the certificate of occupancy unless the ACC grants hardship exception extending the deadline. Front landscaping must include some vegetation (lawn, trees, shrubs etc. with an emphasis on water-tolerant

landscaping) to ensure that the Lot is harmonious with surrounding properties and provisions for controlling weeds and other potential direct negative impacts on neighboring properties (e.g., weed barriers, elimination of open spaces in their natural and unimproved state, etc.). Failure to have an approved plan after the issuance of the occupancy permit or failure to complete landscaping within six months without obtaining an exception shall be deemed a violation.

(2) **Back and Side Yard Landscaping.** At the time of issuance of the certificate of occupancy, the Owner of each Lot will either: (A) cause back and side yard landscaping to be complete or (B) cause the back and side yards to be fully fenced. If the back and/or side yards are not fenced off or completed, the Owner will provide proof of a plan for completion to the ACC. The plan must be to complete the back and side yard landscaping within six months after the issuance of the certificate of occupancy. The ACC may determine if a plan for completion is satisfactory in the ACC's sole discretion. If an Owner provides a satisfactory plan for completion of back and/or side yards, back and side yard landscaping must be completed within six months after the time of issuance of the certificate of occupancy unless the ACC grants hardship exception extending the deadline. Failure to have an approved plan after the issuance of the occupancy permit or failure to complete landscaping or construct fence within six months without obtaining an exception shall be deemed a violation.

(3) **Generally.** All visible landscaping must be approved by the ACC. 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.

2. Section 2(a)(1) is amended and restated as follows:

(i) **Minimum Square Footage: Building Height:** For any Home constructed on any Lot, the minimum total square footage of living area on the first level at or above ground level shall not be less than 1,800 square feet. For purposes of this subsection, the measurement of living space excludes porches, balconies, patios, decks and garages. This minimum square footage requirement overrides all previous minimum square footage requirements. Building height shall not exceed thirty (30) feet and shall be measured from the level of the sidewalk at the front of each respective Lot established by finding the midpoint between the highest sidewalk level in front of the Lot and the lowest sidewalk level in front of the Lot.

3. A new Section 6 is added to ARTICLE V as follows:

Section 6. Additional Enforcement Provisions. The ACC has the right and authority to enforce the CC&Rs as set forth in this Section.

(a) The ACC will provide written notice of the violation to the Owner of the Lot which is in violation. The notice will be deemed to have been delivered upon the earlier of hand delivery

of the notice to the Owner or three days after the ACC places the notice in the US Mail postage prepaid, addressed to the lot Owner.

(b) The Owner may request a hearing with the ACC within 30 days after receipt of the violation notice by using the contact information provided in the notice.

i. If the Owner requests a hearing, the hearing will take place within 30 days after the ACC receives the request. At the hearing, the Owner will have the opportunity to be heard and either dispute the existence of a violation or present a plan to remedy the violation. If the Owner disputes the existence of a violation and the ACC, by majority vote, disagrees with the Owner, the Owner will have 14 days after the date of the hearing in which to provide the ACC with a plan to remedy the violation.

ii. If the Owner does not request a hearing, the Owner will have 30 days after the Owner receives the violation notice to present a plan to the ACC to remedy the violation. If the Owner is able to remedy the violation prior to the deadline to present a plan, the Owner may provide notice to the ACC that the violation has been remedied instead of presenting a plan.

(c) All Owner plans to remedy violations must include a specific timeline by which the Owner will be in full compliance. The ACC will have the authority to approve the timeline in its sole discretion based on the ACC's responsibility to ensure reasonable and timely compliance for the benefit of the Property as a whole.

(d) If an Owner fails to submit a plan to remedy a violation, the ACC will issue a second violation notice. The second violation notice will include a deadline for reasonable and timely compliance. The ACC will determine the deadline in its sole discretion, but the deadline will not be less than 30 calendar days after the second violation notice.

(e) If an Owner fails to comply by the deadline to remedy any violation, the Owner will be assessed a fine of \$100 by the ACC, any assessment shall become a lien which shall attach to the Owner's Lot. The ACC may also impose an additional fine of \$100 for every 30 days thereafter that the Owner is not in compliance.

(f) Owners will pay fine amounts in full within 90 days. If fine amounts have not been paid in full, the Owner will incur an additional assessment of \$50 for every 30 days until all balances owed by Owner for the Lot are paid in full regardless of whether the original violation has been corrected.

(g) All fines relating to any Lot will be added together in one "account" and outstanding balances will be subject to the provisions set forth above, regardless of whether the fines relate to one or more violations of the CC&Rs.

(h) If an account remains in default for a period of one year after the lien attached, the ACC will have the right to foreclose on the Lot using the same procedures and rights outlined in Sections 208 and 301 through 308 of Utah Code Annotated Chapter 57-8a. For purposes of those

Sections, Jenny T. Jones of Faux Walker & Jones, PLLC is the initial trustee. The Trustee may be contacted at 520 E. Tabernacle, Suite 100, Saint George, UT 84770.

(i) In addition to the fines/assessments the Owners will be liable to pay any and all costs and fees, including a reasonable attorney's fee incurred in in connection with any enforcement or collection action related to the Owner's violation of the CC&Rs.

4. A new Section 7 will be added to ARTICLE V as follows:

Section 7. Existing Violations. If completed construction or landscaping based on a plan previously approved by the ACC is in violation due to provisions added by this Third 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 landscaping to comply with the new provisions..

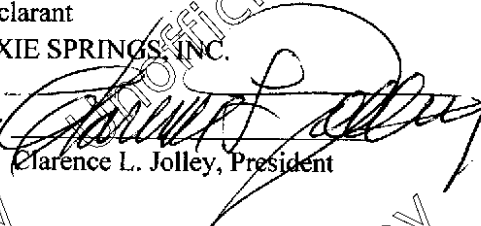
5. A new Section 8 will be added to Article VI as follows:

Section 8. Detached Garages and Outbuildings. Owners will not deed any detached garage or outbuilding separately from the residence for which the garage or outbuilding was originally constructed. Any attempt to violate this Section will be considered void.

6. Capitalized terms not defined in this Third Amendment will have the definitions provided in the Original Declaration or prior amendments.

IN WITNESS WHEREOF, the undersigned Declarant, or Declarant's Agent, has executed this document on the date and year first above written.

Declarant
DIXIE SPRINGS, INC.

By 
Clarence L. Jolley, President

STATE OF UTAH)
 Salt Lake)
 ss:)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me by Clarence L. Jolley as President of Dixie Springs, Inc. on August 22, 2014.

WITNESS MY HAND AND OFFICIAL SEAL.

Janna Coley

Notary Public

