

**AMENDED JUNE 21, 1997**

**DEER SPRINGS RANCH  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR PLATS A, B, C, D, E, AND F**

Declaration of Restrictions for DEER SPRINGS RANCH

Tract Number---, Kane County , Utah

Recorded 12-2-81 , as Entry No. 46443 in Book No. 071, Page No. 695-699

Kane County Recorder, Kanab , Utah .

Dep. VJE Rec. Wm. W. A.

Know all men by these present:

That DEER SPRINGS RANCH OWNERS ASSOCIATION, A NONPROFIT Utah Corporation, and Clarkson Properties Inc. (formerly known as Utah Properties Inc.), a Utah Corporation, duly qualified to do business in the State of Utah, the legal and equitable owners of Deer Springs Ranch Subdivision as recorded in the records of Kane County, Utah, do hereby acknowledge, declare, and adopt the following protective covenants and restrictions (hereinafter referenced as "Restrictions").

1. **TERM** - Said Restrictions shall run with the land and shall be binding on each member and all parties and persons claiming an interest therein, including their successors or assigns, for a period of twenty (20) years from the date of recording of these Restrictions. Upon expiration of the twenty-year period, these Restrictions will be automatically extended for successive ten (10) year periods unless amended or rescinded by proper action of the Association.
2. **MEMBERSHIP** - It shall be mandatory for each of the owners of property described in Schedule "A" to be a member of the Association, and as such, each member of said property owners Association and the Association as a separate entity individually and severally, bind themselves pursuant to the terms of these Restrictions, and any bylaws or amendments to said bylaws adopted and passed by said Association.
3. **LAND USE AND PRESERVATION** - The land described in Schedule "A" is to be subdivided into parcels and deeded to members of the Association and used as may be provided for in the bylaws of the Association.
4. **LIVESTOCK AND PETS** - All livestock shall be permitted on the premises. Domestic pets shall be under the owner's immediate supervision and control at all times.
5. **SANITATION** - All property covered hereby shall be maintained in a manner so as to create and promulgate a clean, beautiful, healthful, and natural environment. Dumping of trash, ashes, sewage, or other garbage or refuse except in designated areas shall be prohibited. All garbage cans shall be kept in a clean and sanitary condition. Sewage disposal

shall be accomplished in accordance with the requirements of the Utah State Health Department.

6. NUISANCES - No noxious or offensive activities shall be carried on upon any of the property covered hereby, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs, billboards, or advertising structures of any kind shall be erected or displayed except for one "For Sale" sign. "Private Property" signs and "No Trespassing" signs shall be prohibited, except around and upon the outside perimeter of the property described in Schedule "A" attached.

7. FIREARMS - The discharging of firearms shall be allowed only within areas designated by the Association. Safety practices must be exercised in the use of firearms at all times and any careless or unlawful use of firearms shall be cause for restrictive and/or disciplinary action by the Association. All laws relating to the use of firearms, hunting, and fishing will be strictly enforced.

8. VIOLATION - PENALTY - If any person owning an interest in the property described in Schedule "A", or their successors or assigns, shall violate or attempt to violate any such Restrictions herein, or any bylaws adopted by said Association, the then Board of Directors of the Association shall have the right and responsibility to prosecute any proceedings at law or in equity against such Restrictions and either prevent said member from violating these Restrictions and bylaws, or to recover damages or other dues for such violation. Any person owning an interest in the property described in Schedule "A", his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the Restrictions contained herein, does hereby agree to pay all costs and expenses of enforcing these Restrictions, whether or not suit is filed, including the payment of a reasonable attorney's fee.

#### 9. RESTRICTION IMPOSED FOR NONPAYMENT OF ANNUAL ASSOCIATION DUES

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The directors and officers of the Association are empowered, as provided in the Association bylaws, to assess and collect annual dues for the maintenance of Association owned or controlled property. All rights and privileges of any member shall be suspended by the Association upon nonpayment by that member of assessed Association dues. All such rights and privileges shall be suspended until said delinquent dues are paid in full. In the event said unpaid dues remain delinquent for a period of time in excess of 30 days, the Association is expressly empowered, by and through its Board of Directors, to take any or all actions specified in Paragraph 8 above.

10. IMPROVEMENTS - All improvements to property described in attached Schedule "A" shall conform in every particular to the Zoning Ordinance of Kane County, Utah, as well as applicable amendments made to these Restrictions when properly adopted by vote of

11. DIVISION OF PROPERTY - A member acquiring an interest in the land described in Schedule "A" shall be allowed to divide the interest acquired in said property into a smaller interest when allowed by county zoning. (See minutes of Annual Meeting June 21, 1997.)

12. EASEMENTS - All lots are subject to utilities, access and drainage easements as specified on the recorded plat and established by prior use- (See minutes of Annual Meeting June 21, 1997.)

13. DWELLINGS - All lots shall be used only for residential purposes as herein specified. No more than two family dwelling houses or structures shall be erected, altered, permitted, or maintained on any one lot except for a garage and the normal utility or livestock buildings appurtenant to a dwelling house. No structure may be more than two stories above ground level. (Passed Sept 20, 2003 by a vote of 150 for and 40 against)

14. VALIDITY - Invalidation of any of the provisions contained in whole or in part shall not affect the validity of any of the other provisions herein contained and such provisions shall remain in full force and effect.

15. AMENDMENTS - These Restrictions may be amended, changed, or modified from time to time by action of the Association approved by affirmative vote or written consent of the members of at least three-fourth (3/4) of all votes cast.

DEER SPRINGS RANCH OWNERS ASSOCIATION

\_\_\_\_\_  
DALE E. CLARKSON, PRESIDENT

\_\_\_\_\_  
C. DIRK CLAYSON, SECRETARY

STATE OF UTAH     )  
                              ) SS  
COUNTY OF KANE )

ON THE 23RD DAY OF APRIL, 1998, PERSONALLY APPEARED BEFORE ME DALE E CLARKSON AND C. DIRK CLAYSON WHO BEING BY ME DULY SWORN DID SAY, EACH FOR HIMSELF, THAT HE, THE SAID DALE E. CLARKSON IS THE PRESIDENT, AND HE, THE SAID C. DIRK CLAYSON IS THE SECRETARY OF DEER SPRINGS RANCH OWNERS ASSOCIATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY A VOTE OF THE MEMBERS AT THE ANNUAL MEETING HELD JUNE 21, 1997, AND SAID DALE E. CLARKSON AND C. DIRK CLAYSON EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

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MY COMMISSION EXPIRES:

\_\_\_\_\_  
MY RESIDENCE IS:

CLARKSON PROPERTIES, INC. (FORMERLY KNOWN AS UTAH PROPERTIES, INC)

\_\_\_\_\_  
DALE E. CLARKSON, PRESIDENT

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PATSY W. CLARKSON, SECRETARY

STATE OF UTAH     )  
                              ) SS  
COUNTY OF KANE )

ON THE 23RD DAY OF APRIL, 1998, PERSONALLY APPEARED BEFORE ME DALE E CLARKSON AND PATSY W. CLARKSON WHO BEING BY ME DULY SWORN DID SAY, EACH FOR HIMSELF, THAT HE, THE SAID DALE E. CLARKSON IS THE PRESIDENT, AND SHE, THE SAID PATSY W. CLARKSON IS THE SECRETARY OF

CLARKSON PROPERTIES INC. (FORMERLY KNOWN AS UTAH PROPERTIES INC.), AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID DALE E. CLARKSON AND PATSY W. CLARKSON EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_

MY RESIDENCE IS: