

# FAX

**To:** Erika Tedder **From:** Lisa Chauvin-Dammeron Valley

**Fax:** 801-530-6512 **Pages:** 8

**Phone:** 801-530-6653 **Date:** 5.12.2015

**Re:** Pat Matthews (Complaint) **CC:** Brooks Pacex

Urgent  For Review  Please Comment  Please Reply  Please Recycle

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**Comments: Dammeron Valley Water Works**

[Type comments]

5.12.2015



## **DAMMERON VALLEY WATER WORKS**

1 Dammeron Valley Drive East  
Dammeron Valley, UT 84783  
(435) 574-2295 • fax(435) 574-2953  
water@dammeronvalley.com

May 12, 2015

Dear Ms. Matthews,

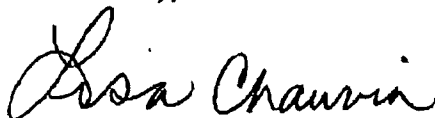
This letter is in response to your complaint with the Division of Public Utilities. Thank you for the opportunity to respond to your concerns.

Dammeron Valley Water Works shows that you have twenty acre feet of water from water user's claim No. 81-1487, as stated on your Quit-Claim Deed. I have enclosed a copy of the Quit-Claim Deed that states that the twenty acre feet of water is restricted to irrigation use only and ONLY on lot being conveyed herein. The lot address being 1341 North Carter's Pond Rd.

I have also enclosed a copy of the CC&Rs for Old Farms Subdivision. Please see Article II, Residential Area Covenants item 11. Greenbelt Lots. It states that your Lot #5 is considered a greenbelt lot and the irrigation water is restricted to the use of irrigation only on the designated lot. These water rights CANNOT be transferred away from the lot.

Please let me know if you have any additional questions, otherwise I will consider the case closed.

Sincerely,



Lisa Chauvin  
Manager

Cc. Erika Tedder

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Sincerely,



Lisa Chauvin  
Manager

Cc. Erika Tedder

00923681 Br. 3708 Pg 1249  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
2005 JAN 26 16:26 PM FEE \$11.00 BY AMW  
FOR: MOUNTAIN VIEW TITLE CO

WAL799  
Mail tax notice to:  
PATRICIA L. MATTHEWS  
1341 NORTH CARTER'S POND RD.  
DAMMERON VALLEY, UTAH 84783

QUIT-CLAIM DEED

TERRY L. WADE and GINA WADE

grantor of Dammeron Valley , County of Washington , State of Utah  
hereby QUIT-CLAIM to

PATRICIA L. MATTHEWS

grantee

of 1341 NORTH CARTER'S POND RD., DAMMERON VALLEY, UTAH 84783  
for the sum of Ten Dollars and other valuable consideration  
the following described tract of land in WASHINGTON County, State of Utah:

ALL OF LOT FIVE (5), DAMMERON VALLEY OLD FARMS - PHASE I SUBDIVISION A  
SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE  
OF THE RECORDER OF WASHINGTON COUNTY, UTAH.



DVOF-I-5

Subject to easements, restrictions and rights of way of record.

WITNESS, the hands of said grantors, this 24 day of January , 2005

Signed in the presence of

TERRY L. WADE  
GINA WADE

STATE OF Utah )  
COUNTY OF Washington)

On the 24 day of January , A.D. 2005, personally appeared before me

TERRY L. WADE and GINA WADE

the signer of the within instrument, who duly acknowledged to me that he  
executed the same.



Brigitte Chatelain  
Notary Public  
residing at:  
commission expires:

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Sincerely,



Lisa Chauvin  
Manager

Cc. Erika Tedder

00923681 Bk: 1708 Pg 1249  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
2005 JAN 26 16:26 PM FEE \$11.00 BY ANH  
FOR: MOUNTAIN VIEW TITLE CO

WA1799  
Mail tax notice to:  
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DVOF-1-5

Subject to easements, restrictions and rights of way of record.

WITNESS, the hands of said grantors, this 24 day of January , 2005

Signed in the presence of

*Terry Wade*  
TERRY L. WADE  
*Gina Wade*  
GINA WADE

STATE OF Utah )  
COUNTY OF Washington)

On the 24 day of January , A.D. 2005, personally appeared before me  
TERRY L. WADE and GINA WADE

the signer of the within instrument, who duly acknowledged to me that he  
executed the same.

*Bridgette Chatelain*  
Notary Public  
residing at:  
commission expires:





**PROTECTIVE COVENANTS AND DECLARATION  
OF BUILDING AND USE RESTRICTIONS  
FOR OLD FARMS SUBDIVISION, PHASE 2**

**ARTICLE 1  
PREAMBLE**

00675651 BK 1359 Pg 0857  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
2000 FEB 07 16:27 PM FEE \$20.00 BY BJ  
FDR: CLAYTON VINCE

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, the undersigned, being the President of Ence Bros. Construction which owns the following described real property located in Washington County, State of Utah, and more particularly described as follows:

**ALL THAT PORTION OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH DESCRIBED AS FOLLOWS:**

Beginning at a point on the Southwesterly Right-of-Way line of Utah State Highway 18, said point being South 89°41'10" East 765.79 feet along the Section Line from the South Quarter Corner of Section 17, Township 40 South, Range 16 West, Salt Lake Base and Meridian; thence along said Right-of-Way line South 29°45'20" East 254.29 feet; thence South 60°14'40" West 420.68 feet to a point of curvature with a 270.32 foot radius curve to the right; thence along the arc of said curve 140.39 feet through a central angle of 29°45'20"; thence West 1018.42 feet to a point of curvature with a 15.00 foot radius curve to the right; thence along the arc of said curve 23.56 feet, through a central angle of 90°00'00"; thence North 1134.15 feet to a point of curvature with a 425.00 foot radius curve to the right; thence along the arc of said curve 446.87 feet, through a central angle of 60°14'40"; thence North 80°14'40" East 75.29 feet to a point of cusp with a 15.00 foot radius curve (radius point bears South 29°45'20" East); thence along the arc of said curve 23.56 feet through a central angle of 90°00'00"; thence South 29°45'20" East 185.00 feet; thence North 60°14'40" East 450.70 feet to a point on said Southwesterly Right-of-Way line of State Highway 18; thence South 29°45'20" East 1304.95 feet along said Right-of-Way line to the point of beginning.

THAT WHEREAS, Ence Bros. Construction, to be referred to also as the Developer or the Declarant, intends to subdivide the land into 29 lots to be known as the OLD FARMS SUBDIVISION, Phase Two, the Developer does hereby establish the nature of the use and enjoyment of said land as described above, and does declare that all conveyances of said land shall be made subject to the following conditions, restrictions and stipulations herein contained.

**ARTICLE II  
RESIDENTIAL AREA COVENANTS**

1. LAND USE: This land is intended primarily for residential use. The Washington County Commission has zoned the land RE-40 which allows no more than one single family

00675651 Bk 1359 Pg 0858

residence on each lot. Household pets, raising of crops, horticulture, gardening, stabling of 2 horses per acre along with accessory buildings, are permitted for private use only. No natural vegetation or ground cover shall be removed without the immediate replacement of the same with roads, buildings, landscaping, gardens, or other ground cover. The landowner shall not cause or allow any undesirable sights, sounds or odors from his lot to disturb his neighbors. The Board of Trustees of the DAMMERON VALLEY LANDOWNERS ASSOCIATION (DVLA) shall arbitrate any difficulties and can force any landowner in violation to remedy the situation.

**2. EASEMENTS AND SETBACKS:** Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat of the above parcels. All structures must be set back at least fifty (50) feet from the front property lines and ten (10) feet from side and back yard lines or easements. All structures for housing animals, other than household pets, should not be closer than twenty-five (25) feet from any dwelling.

**3. BUILDING TYPE:** No building may be less than 1600 square feet on one level, or in the case of two level designs, the lower level may be 900 square feet minimum with the upper level a minimum of 700 square feet, excluding garages. A garage no smaller than 22' X 22' must be built in conjunction with the home. Western or ranch style architecture is preferred, however, certain modern styles may be approved as long as the landscaping and general theme is western. Natural wood and brick or stucco in earth tones of dark hue are the recommended materials and colors. White and pastels are unacceptable colors. Homes must be site built and cannot exceed twenty-eight (28) feet in height. At least 50% of the roof must have a 4/12 or greater pitch, not to exceed a 9/12 pitch. Rail, pole, or other wood type fences and barns normally associated with ranch settings are the standard, and required if a fence is built across the property line facing a roadway. No chain link type fencing is allowed. If the landowner requests a variance from the covenants of this paragraph, he must, prior to submittal of the plans to the DVLA obtain the approval of the Declarant.

**4. GARBAGE 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 street are to be kept free of trash, weeds and other refuse by the landowner. No unsightly materials or other objects are to be stored on the land in view of the general public. No activity which may become an annoyance or a nuisance to the neighborhood will be allowed. If the landowner fails in performing his responsibilities outlined in this paragraph, the DVLA may enter his lot and perform them and assess the landowner for the costs incurred. This assessment will become a lien on the land until paid.

**5. TEMPORARY STRUCTURES:** All temporary structures including mobile homes, must be approved by the DVLA. Approval will only be given for no greater time than one (1) year for purposes of a temporary residence while a permanent home is being constructed. Any construction project undertaken must be completed within one (1) year.

**6. UTILITIES:** Power is served by Utah Power and Light Company, they may require a credit deposit and should be given as much advance notice of required service as possible.

00675651 BK 1359 Ps 0859


Telephone service is by U.S. West. All service lines must be underground. Water is served by Dammeron Valley Water Works (DVWW). A standby water rate (currently \$15.00 per month) is charged each landowner prior to hookup. The hookup fee is currently \$1,000.00 and the rate for water is \$1.25 per 1,000 gallons for up to 24,000 gallons per month; over this amount is charged at \$1.50 per 1,000 gallons. A \$25.00 per month minimum applies to all metered customers. These charges are subject to change, as set by DVWW. Natural Gas service is provided by Questar. Rates for these utilities are regulated by the Utah Public Service Commission. All Utility Companies must be contacted prior to digging in any roadway or established easement to avoid charge if damage occurs. All Utility Companies should be given as much notice as possible concerning service connections. At the time service is requested the landowner should inquire about his responsibilities regarding service lines and installation standards, and further determine what the responsibilities of the Utility company are.


7. **SIGNS:** No sign of any kind shall be displayed to the public view on the land except (a) one profession sign of not more than one square foot, or (b) one sign of not more than five square feet advertising the property for sale or rent.

8. **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.

9. **COMMERCIAL ENTERPRISE:** No commercial business shall be permitted on the land without prior approval of the DVLA and the Washington County Commission. This does not restrict artists or craftsmen from using their residence as a studio or workshop as long as it does not disturb their neighbors or break any other laws.

10. **GUEST HOUSES:** No lot shall be re-subdivided and only one single family residence may be constructed per lot. A guest house of at least 400 square feet may be allowed if approved by the DVLA and the Washington County Commission.

\*  Lot numbers 1 through 9 are considered greenbelt lots in that a portion of the lot is within 300 feet of highway SR-18. These lots receive varying amounts of irrigation water for use in keeping the greenbelt portion of the lots green. A certificate for this water will be issued by DVWW at the time the landowner intends to use it. The irrigation water is restricted to the use of irrigation only on the designated lot. These water rights cannot be transferred away from the lot. The landowner with irrigation rights receives a special rate (currently 20 cents per 1,000 gallons up to 40,000 gallons per month per acre foot after he has used his total culinary allotment at the culinary rate) for his irrigation allotment and can lose the right to the special rate if he does not use the water as intended or if he does not maintain the greenbelt as outlined herein. No home or any other structure other than fences will be allowed within the greenbelt area as shown on the recorded plat or within 300 feet of the highway right-of-way. No access or egress will be allowed off SR-18. Land within the greenbelt is the main view outsiders have of Dammeron Valley and must be kept well manicured and the fences neat at all times. Fences within the greenbelt area which don't front on a public roadway may be of brown synthetic material as approved by the DVLA and may be lined with Horse Fence or "V" mesh wire. The greenbelt may be used for grazing of horses or any other agricultural use allowed by County ordinance. Should this approved use ever be stopped by the landowner he must nurse the land back to natural vegetation by controlling the weeds. His

\* 

00675651 Bk 1359 Pg 0868

failure to control the weeds or otherwise maintain the greenbelt in proper condition will give cause for the DVLA to do so and bill the landowner for the expenses incurred. The exact configuration of the greenbelt as shown on the recorded plat may be modified by appealing to the DVLA, but in no cases can the land closer than 300 feet to SR-18 be considered anything but greenbelt. The backyards of these lots face the highway and must be kept neat and free of clutter and junk at all times.

12. LANDSCAPING: At the time of construction at least 10 trees must be planted on each lot.

### ARTICLE III GENERAL PROVISIONS

1. ARCHITECTURAL CONTROL: No building, fence or wall shall be erected, placed or altered on the land without the approval of the Board of Trustees of the DAMMERON VALLEY LANDOWNER'S ASSOCIATION, INC. The Board of Trustees may use a consulting architect or an Architectural Review Committee, and will review all plans in an attempt to maintain consistency of style and design within the Dammeron Valley Subdivision. A \$300.00 fee must be paid with the submittal of plans to cover the architect and other expenses. Approval or disapproval will be made in writing within thirty days after complete plans and specifications have been submitted. Additional architectural guidelines enacted by the DVLA from time to time are binding if in place prior to a landowner receiving plan approval. It is important to contact the DVLA for their complete guidelines and procedures prior to beginning design of any building or fence. A \$3,000.00 deposit must be paid to DVLA upon approval of plans to insure conformance to approved plans and the landscaping requirement in II.12 above, which deposit is to be refunded to the Depositor upon compliant and successful construction completion.

Any building or development on a lot performed by the Declarant is free from assessment of the architectural fees and building deposit, and does not require plan review by the DVLA or its Architectural Review Board. Once the lot is conveyed to an owner, these fees are applicable for any additional construction.

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 DVLA 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 fee 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 successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of all the lots in all Dammeron Valley Subdivisions, has been recorded agreeing to change the covenants in whole or in part.

00675651 Bk 1359 Pg 0861

4. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way 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 Developer herein contained may be delegated, transferred or assigned.

6. MEMBERSHIP IN DAMMERON VALLEY LANDOWNER'S ASSOCIATION. Membership in the Dammeron Valley Landowner's Association, Inc., is appurtenant to and shall be an incident of ownership of any land as described above. A \$200.00 initiation fee must be paid by each lot owner at the time a lot is initially purchased from the Developer. This fee serves as a catch-up assessment to equalize the prior investment made by existing landowners in fire protection equipment, parks, etc. Monthly dues and assessment may be levied by DVLA; these currently total \$16.00 per month. Additional rules, guidelines and covenants may be enacted from time to time by a majority vote of a duly constituted quorum of the dues paying members of the DVLA. These dues and assessments will not be charged to the developer on any lots he is holding for sale.

7. DECLARANT'S RIGHT TO AMEND. Until all portions of "Old Farms Subdivision, Phase 2," land are developed, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration and or the Plat as may be reasonably necessary or desirable: (1) to adjust the boundaries of the Lots; (2) to more accurately express the intent of any provisions of the Restrictive Covenants and Declaration in the light of then existing circumstances or information; (3) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Restrictive Covenants and Declaration; (4) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Project; or (5) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

IN WITNESS WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of February, 2000.

DECLARANT

  
KIM C. ENCE, President  
Ence Bros. Construction

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 7<sup>th</sup> day of February, 2000, before me personally appeared Kim C. Ence whose identity is personally know to or proved to me on the basis of satisfactory evidence, and

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who, being by me duly sworn (or affirmed), did say that he is the president of Ence Bros. Construction, Inc., a corporation, and that the foregoing document was signed by him on behalf of that corporation by authority of its by-laws or of a resolution of his board of directors, and he acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

*Honeydawn Myers*  
NOTARY PUBLIC  
Address: *St George, Utah*

