

(B)

DECLARATION OF PROTECTIVE COVENANTS
OF
HOMESPUN VILLAGE
A SUBDIVISION OF WASHINGTON COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS: That LANDEVCO, L.L.C., Grantor, and "Developer", is the owner of the following described real property located in Washington County, State of Utah, and more specifically described as follows, to wit:

(See attached Schedule A)

WHEREAS, in pursuance of a plan of development of said property to a residential subdivision to be known as **HOMESPUN VILLAGE**, the undersigned has divided said property into lots, as more fully set forth in the Subdivision Plat of said **HOMESPUN VILLAGE** on file in the office of the Recorder of Washington County, Utah.

WHEREAS, it is the intent and purpose of the undersigned to limit and restrict the type, quality, and use of all structures and other matters now existing or to be placed or used on said property and within said subdivision for the benefit of all of the owners thereof, which said restrictions are and shall be construed as covenants running with said land and shall bind the undersigned, his heirs, executors, future assigns of said premises, and all persons hereinafter having any interest therein, or any part thereof.

NOW, THEREFORE, in consideration of the premises, and as partial consideration for all conveyances hereinafter made, the undersigned hereby covenants, agrees and declares that all ownerships and uses of said property hereinafter shall be subject to the following restrictive covenants, to wit:

TERM, DURATION & ENFORCEMENT

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 owners thereof, subject to the right of change or modification provided herein, until twenty-five (25) years, and shall as then enforce be continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation, unless, a written agreement is executed by the then record owners of more than two-thirds in area of said property with one vote per lot, be placed on record in the Office of the County Recorder of Washington County, by 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 subject thereto, in a 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, therein modified shall continue enforce for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in a manner herein provided for, by mutual written agreement with not less than two-thirds (2/3) of the then owners of record title of said property with one vote per lot, duly executed and be placed on record in the Office of the County Recorder of Washington County, Utah. Vote to be taken no sooner than fifteen (15) days after one hundred percent (100%) of said lot owners have been fully informed in writing of any such changes. Proposed changes in these restrictions requiring approval as aforesaid must be submitted in writing to all lot owners, by mail addressed to their addresses as shown in the record of the Washington County Recorder. Voting on any such proposed changes may be by mail.

2. ENFORCEMENT: Each and all 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 grantor of any part or portion of said property by acceptance of a deed or incorporation, the substance of this declaration either by setting it forth or by reference therein,

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ACCOMMODATION RECORDING ONLY
NOT EXAMINED

accepts the same subject to all of such restrictions, conditions, and covenants, and reservations. As to each lot owner, the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and continuance of such breach may be enjoined, abated, remedied by appropriate proceedings at law or in equity by any such owner of other lots or parcels in said property of the **HOMESPUN VILLAGE**, but no such breach shall affect or impair the lien of any bona fide 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.

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

4. CONSTRUCTION SEVERABILITY & VALIDITY OF RESTRICTIONS: The voiding of any one of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but if it shall 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 Developer and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. DISCLAIMER OF LIABILITY: The Developer shall not be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or failure to approve or reject, any plans, drawings, or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development or manner of development of any of the property, or (d) any engineering or other defect in those plans and specifications approved by the Grantor.

6. ACCEPTANCE OF RESTRICTIONS: Each and all conveyances of lots or portions thereof within said subdivision shall be made, by the undersigned, its successors and assigns, expressly subject to the terms of this declaration or restrictive covenants, and by the acceptance of a conveyance on the part of said tract by any person, persons, or business entity shall be and constitute an acknowledgement of acceptance of the terms and conditions hereof. All restrictions and conditions herein imposed on any lot within said subdivision shall be construed as applying with equal force to any part or portion of any said lot within said subdivision.

7. AMENDMENT BY DEVELOPER: Notwithstanding anything contained herein to the contrary, until such time as two-thirds (2/3) of the lots in the Subdivision have been sold or conveyed by the Developer, or December 31, 1999, whichever date occurs first, the Developer shall have the exclusive right to amend, modify or change any of the restrictions, covenants, conditions or provisions contained herein by written instrument executed by the Developer, or its assign, duly filed with the Washington County Recorder.

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8. ARCHITECTURAL CONTROL: No building, fence, or wall shall be erected, altered, placed or permitted to remain on any lot without prior approval of plans and specifications therefore by the Developer or subsequently appointed Architectural Control Committee. Said plans and specifications shall show the location of the structure on the lot, materials to be used, external design, and locations with respect to topography and finish grade elevation. No fence, wall, swimming pool, or other construction shall be erected or altered on any lot without approval. At the time applications are submitted to the Developer, the applicant will deposit the sum of fifty dollars (\$50.00) with Developer to cover costs, if any, related to the approval process. In event the said costs are less than the said sum of \$50.00, the excess shall be refunded, as determined by Developer, to the applicant. The Developer shall have the right at

any time to appoint three (3) persons who are residents of the Subdivision, or owners of lots within Homespun Village Subdivision to be members of the Architectural Control Committee (the "Committee"). Thereafter the Committee shall have all rights and authority reserved herein to the Developer to approve plans, specifications, designs, construction, etc. Vacancies on the Committee shall be filled by the vote of a majority of the lot owners of the Subdivision, with each lot entitled to one (1) vote.

9. **EASEMENTS:** All lot owners shall furnish their own easements for installation, maintenance and service of utilities. Drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these recorded easements no structure or planting shall damage or interfere with the installation and maintenance of channels in the easements which may impede ingress or egress. 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 a public authority or utility company is responsible.

10. **HOME:** Only permanent-type homes shall be constructed on said above-described premises. They are to be maintained, kept in good repair and painted when required. Lot owners are encouraged, but not required, to build homes that blend harmoniously with the natural surroundings and use native stone in constructing fireplaces, fences, retaining walls, et cetera.

11. **DWELLING SIZE:** All single story homes constructed on subdivision lots shall contain at least seventeen hundred (1,700) square feet of living floor space on the ground floor exclusive of garages or carports. No more than one single family dwelling not to exceed two stories in height shall be permitted on any lot. Notwithstanding the foregoing, any structure constructed on lot #4 shall be limited in height to one story as defined under the Uniform Building Code. Each home shall have at least a two car garage. Carports may also be added, but must have adequate storage areas attached thereto. A two story home must have a minimum of twelve hundred (1,200) square feet on the main floor and at least two thirds of that area on the second floor. Multi-level homes must have at least Two Thousand (2,000) square feet of finished area above ground. Two story homes are to be located on the lots in such a way as not to block or otherwise infringe on the view of contiguous neighboring lots.

12. **GUEST HOUSE:** A single guest house per residence shall be permitted provided that construction shall be in compliance with the provision of paragraph 10 above, but contain no more than twelve hundred (1,200) square feet of living floor space on the ground floor. The guest house must conform with the architecture of the main house and may be attached to the dwelling by way of hallway, breezeway, et cetera or be within 30 feet of the primary dwelling unit, or as may be allowed by zoning regulations.

13. **OUTBUILDINGS AND BARN:** Barns are not permitted on any lot. Outbuildings and sheds shall be constructed of similar materials and conform to the same general color scheme and design of the exterior features of the dwelling on the same lot. No building shall exceed one thousand (1,000) square feet on one level and shall be restricted to the same height limitations as dwellings. Other outbuildings and storage sheds shall not exceed one thousand square feet in total.

14. **HOME COMPLETION:** All buildings and structures shall be completed no later than one (1) year subsequent to commencement of said construction. Once begun, any improvements, construction, landscaping, or alterations shall be diligently prosecuted to completion.

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15. **STRUCTURE SET BACK & BUILDING LOCATION:** No building shall be located on any lot nearer the front boundary line than thirty (30) feet therefrom, measured to the foundation of such building; nor nearer than twenty five (25) feet from the rear lot line; nor twelve (12) feet from a side lot line. Building location from those lot lines that border on HOMESPUN VILLAGE property, shall be regulated by Washington County. For the purpose of this covenant, eaves, steps, balconies, and open porches shall not be constructed to permit any portion of a building, including such eaves, balconies, steps or open porches to encroach on another lot.

16. TEMPORARY AND OTHER STRUCTURES: No structure of temporary nature, trailer, bus, basement house, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence permanently; except as may be needed for construction purposes of the primary residence by the Owner. Any temporary structure utilized during construction shall be immediately removed at the completion of construction activities or within one (1) year. It is the intent hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be of new construction of good quality workmanship and materials.

17. RECREATIONAL VEHICLES: Trailers or motor homes shall not be placed in the subdivision as permanent, temporary, or guest house residence, except as may be needed during construction of a primary residence (see paragraph 16). Trailers and motor homes belonging to persons visiting residents shall remain no longer than thirty (30) days on the host's lot. Trailers, motor homes and recreational vehicles shall not be parked or stored in driveways, but may be parked in special enclosures provided for such purposes that have been approved by the Developer or Architectural Control Committee.

18. ON-STREET PARKING: There shall be no parking allowed on the public or private streets within the development. Each owner shall provide for adequate parking on the lot site. Parking shall be accomplished by using driveways, garages, carports and other parking as provided for on any lot site.

19. INOPERABLE MOTOR VEHICLES: No automobiles, trailers, boats, or other vehicles are to be stored on streets, open driveways, or front or side lots unless they are in running condition, properly licensed, and being regularly used, and inasmuch that such uses are not offensive to other lot owners. Motor vehicles that are inoperable shall not be permitted to accumulate on any lot or road areas adjacent thereto. For the purpose of this section, inoperable motor vehicle shall mean any motor vehicle that is unable to be operated in a normal manner upon the streets under its own power, or is unregistered or unlicensed.

20. WATER SOURCE PROTECTION ZONE: The Utah Department of Environmental Quality, the Division of Drinking Water, has adopted certain regulations and restrictions to protect and enhance the quality and purity of culinary water sources which regulations have been incorporated into a water source protection zone affecting lots #5, 15, 16, 17, 24, and 25 as shown on the subdivision plat. Owners of those lots are restricted hereunder from using their property located within the water source protection zone for any purpose whatever that creates a concentrated source of pollution, including, without limitation, the keeping of horses, cattle, sheep, swine, fowl, and any other livestock; and the corrals, pens, barns, and other outbuildings necessary for the keeping of either recreational, commercial, agricultural, or family food production; and the dumping, storing, disposing, of any toxic materials within the water source protection zone described on the subdivision plat. The owners of the specified lots within the water source protection zone are further restricted from the use or installation of any septic tank, drain field, garbage dump, pit privies, drain lines, leach lines, sewer lines, latrines, or slit trenches, in any way, at any time within the water source protection zone described on the subdivision plat. The owners of the affected lots are further required hereunder prior to the issuance of any building permit of any kind for any use and prior to the construction of any structure, sewer, or water system within the water source protection zone described on the subdivision plat, to submit all plans and specifications for the construction, including the construction of any sewer or water systems to the architectural control committee for its review and approval. The owners of the subject lots must receive written certification of the architectural control committee that all applicable health requirements and regulations and construction specifications have been satisfied and the proposed construction will not create a concentrated source of pollution or damage the natural watershed, or otherwise pollute the culinary water well located on lot #5 protected under this restriction.

21. WASTE WATER LEACH SYSTEM: All lots shall be limited to the use of subsurface leach fields. When leach fields have been installed, owner is required to provide landscape in a manner which will supplement natural vegetation. No fencing or structures are permitted in these areas. No leach fields are to be built in areas designated as water source protection areas.

22. LANDSCAPING: Lots shall be landscaped and maintained by the owner. Landscaping

shall be maintained to reasonable standards, i.e.: well kept green lawns, if a plant dies replace it, et cetera. Landscaping must be in harmony with the natural surroundings, while not obstructing another lot owner's view, no unnecessarily destroying indigenous trees, et cetera.

23. SLOPE AND DRAINAGE CONTROL: No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion, or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a utility company is responsible.

24. WALLS, FENCES AND HEDGES: All fences and walls will be constructed of new material which enhances the appearance of the landscape. Home owners are encouraged to construct fences of native stone or other materials which conform to the natural setting. Rail and split rail type fencing associated with ranch settings are hereby encouraged for decorative fencing only. The use of wire fences is hereby expressly prohibited except for the pens for pets and for their safety. All walls and fences shall be kept in good repair, and no fence, wall, or hedge shall exceed an overall height as measured from the top of the footing to the top of the fence, wall, or hedge in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard set back areas. All fences or walls on lots with drainage or water flow must not hinder or alter the natural flow or drainage.

25. EXTERIOR LIGHTING: No lights of high intensity nature (i.e.: mercury vapor, sodium vapor, et cetera) shall be used in the residential area. No direct incandescent lighting shall be permitted. All exterior lighting shall be muted or shielded from direct view to provide indirect or reflected light.

26. ELECTRONIC ANTENNAS/ SOLAR COLLECTORS: No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the exterior of any living units or structures on the lots in the development unless shielded from the view of other lot owners. Solar collectors must also be placed in such a way as to enhance the aesthetics of the development.

27. LIVESTOCK AND LIVESTOCK MAINTENANCE: The land in the subdivision is intended primarily for residential use; therefore, no chickens, pigs, sheep, goats, cattle or any animal that the other lot owners deem offensive in nature may be kept either temporarily or permanently in the development. Household pets, such as dogs, cats, et cetera shall at all times be kept under control and shall not be permitted to roam at will. Notwithstanding the foregoing, no animals may be kept on the property which result in an annoyance or are obnoxious, by noise or otherwise, to the majority of the lot owners.

28. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such material shall be kept in sanitary containers. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, only clean burning wood and wood products may be burned and then only within a standard concrete incinerator. The burning of plastics, Styrofoam, grease, compost material, et cetera is expressly prohibited. Each lot and its abutting street are to be kept free of trash, weed, and other refuse by the lot owner. No unsightly material or other objects are to be stored on any lot in view of the general public.

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29. FIRE HAZARDS: No open fires will be allowed without a fire permit. Accumulations of dry underbrush or any other combustible materials will not be allowed.

30. NUISANCES & QUIET ENJOYMENT: No noxious or offensive trade or activity shall be carried on upon any lot or any part of the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which shall in anyway interfere with the quiet enjoyment of each of the owners of his respective living unity.

SCHEDULE A

**Legal Description
for
HOMESPUN VILLAGE**

Beginning at a point which is South $89^{\circ}46'37''$ East 395.65 feet from the Northwest Corner of Section 4, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being on the North boundary of said Section 4; thence South $89^{\circ}46'37''$ East along said boundary, a distance of 284.79 feet; thence leaving said boundary South $1^{\circ}58'20''$ East, a distance of 649.87 feet; thence South $89^{\circ}48'35''$ East 678.18 feet to the Center - North - Northwest one - sixty fourth Corner of said Section 4; thence South $1^{\circ}46'30''$ East 666.09 feet to the Northwest one-sixteenth Corner of said Section 4; thence North $89^{\circ}48'10''$ West along the one-sixteenth line, a distance of 1351.79 feet to the North one-sixteenth Corner between Sections 4 and 5, said Township and Range; thence South $89^{\circ}59'50''$ West along the sixteenth line, a distance of 690.18 feet; thence North $1^{\circ}38'50''$ West 660.40 feet to a point on the Southern right of way boundary of Highway 91; thence North $47^{\circ}13'53''$ East along said boundary 74.96 feet; thence leaving said boundary South $42^{\circ}58'37''$ East 384.76 feet; thence South $50^{\circ}54'23''$ West 127.58 feet; thence South $60^{\circ}35'37''$ East 55.80 feet; thence South $43^{\circ}36'09''$ West 291.58 feet; thence South $1^{\circ}38'50''$ East 10.97 feet to the point of curvature of a 50.00 foot radius curve; thence along the arc of said curve to the left, a distance of 77.10 feet through a central angle of $88^{\circ}21'20''$; thence North $89^{\circ}59'50''$ East 256.42 feet to the point of curvature of a 20.72 foot radius curve; thence along the arc of said curve to the left, a distance of 16.28 feet through a central angle of $45^{\circ}00'27''$; thence North $44^{\circ}59'23''$ East 401.57 feet; thence North $72^{\circ}11'07''$ West 74.61 feet; thence North $52^{\circ}21'23''$ East 286.92 feet; thence North $25^{\circ}46'07''$ West 242.12 feet; thence North $33^{\circ}17'23''$ East 606.31 feet; thence North $0^{\circ}13'23''$ East 50.00 feet to the point of beginning.

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