

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, AND RESTRICTIONS

HOMETOWN SUBDIVISION
PLAT "D"

ENT 90310 BK 3319 PG 323
NINA B REID UTAH CO RECORDER BY BT
1993 DEC 10 10:04 AM FEE 27.00
RECORDED FOR CENTURY TITLE

LOTS 5-8,50,51, ACCORDING TO THE OFFICIAL PLAT ON FILE AT THE
OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

WHEREAS, HOMETOWN MEADOWS, L.C., a Utah Corporation
("Declarant") is the record owner of the following described
property:

HOMETOWN SUBDIVISION, PLAT "D", LOTS 5-8,50,51.

WHEREAS, it is the desire and intention of Declarant to sell
the property described above and to impose upon it mutual,
beneficial restrictions under a general plan or scheme of
improvement for the benefit of all the lands in such tract and the
future owners of those lands;

NOW, THEREFORE, Declarant hereby declares that all of the
property described above (sometimes herein referred to as "lands",
"lots", "tract", "subdivision" or "property") shall be held,
conveyed, hypothecated, or encumbered, leased, rented, used,
occupied, and improved, subject to the following limitations,
restrictions and covenants, all of which are declared and agreed to
be in furtherance of the plan for the subdivision, improvement,
and the sale of the lands and are established and agreed upon for
the purpose of enhancing and protecting the value, desirability,
and attractiveness of the lands and every part thereof. All of the
limitations, restrictions and covenants shall run with the land and
shall be binding upon all parties having or acquiring any right,
title or interest in the described lands or any part thereof.

A. RESIDENTIAL AREA COVENANTS

A-1. Land Use and Building Type. No lot shall be used except
for residential purposes. No building shall be erected, altered,
placed or permitted to remain on any lot other than one detached
single-family dwelling not to exceed two stories in height and a
private garage for not less than two or more than three
automobiles.

A-2. Dwelling Quality and Size. All dwellings shall be of a
quality of workmanship and materials substantially the same or
better than that which can be procured on the date this Declaration
is recorded. The ground floor in the area of the main structure,

**Protective Covenants are being recorded to supercede and replace Protective
Covenants originally recorded on July 19, 1993, entry #48101, Book 3199 page 104
due to annexation of lot 66 into Plat "J".

exclusive of garages and open-porches, shall not be less than 1050 square feet. Dwellings shall consist of more than one level. No dwelling shall have less than 1050 square feet finished exclusive of garage and open porches.

A-3. Landscape. All dwellings shall have a front yard landscaped to a minimum level of a seeded or sod front lawn, a grouping of one and five gallon shrubs, and one tree.

A-4. Set-Back Lines. (a) No building shall be located on any lot nearer to the front lot line than 30 feet or nearer to the side street than 20 feet.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot in any way, including airspace.

A-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as noted on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. 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, if any, for which a public authority or utility company is responsible.

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

A-7. Livestock, Poultry, and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other domesticated household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than 60 feet from any neighboring dwelling. No pets may be kept in unreasonable numbers.

A-8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-9. Temporary Structures. No structure of a temporary nature nor any trailer, basement, tent, shack, garage, barn, or other cut buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

A-10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

A-11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean, sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.

A-12. Parking: Trucks, Boats, Campers, Etc. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 24 consecutive hours. None of the above may be kept or stored on any lot unless stored in a garage or unless parking stalls or other cover approved by Architectural Control Committee is provided. No such parking or storage facilities may be located nearer than twenty (20) feet to the front lot line and must conform to all building ordinances and the other provisions of this Declaration.

A-13. Maintaining of Lots. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole. Sidewalks, curbs and gutters must be kept clean, unobstructed and in good repair.

A-14. Uniform Lamps. Each residence shall have erected thereon at the lot owner's sole expense, an electric lamp which shall conform as to size, style and location as determined by the Architectural Control Committee.

A-15. Architectural Control. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to

location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No residence dwelling shall contain less square footage than the minimums set forth in this Declaration unless, by reason of lot size, set-back lines, etc., the Architectural Control Committee shall approve a lesser amount. Wood siding shall not be a permitted material to be used on this project.

A-16. Detention Pond. The developer, Jamestown Homes, L.C., shall construct a detention pond on the property that meets the specifications set forth in the approved subdivision drainage plan on file with the City Engineer's office, and by this reference incorporated herein and made a part hereof. The detention pond shall thereafter be maintained by the developer Jamestown Homes, L.C., and subsequent purchasers of subdivision property in a safe and attractive condition until such time as this subdivision is connected to Provo City's storm drain system. Provo City makes no representation as to when the subdivision may be connected to the City's storm drain system.

Upon connection of the subdivision to Provo City's storm drain system, the developer may remove the detention pond and use the property dedicated to the detention pond, in a manner consistent with Provo City Ordinance and this Declaration of Protective Covenants, Agreements and Restrictions.

Upon sale of the property, or any portion of the property, by the developer or by any subsequent owner, the purchaser of the property shall assume that relative proportion of the cost of maintaining the detention pond as the area of the purchaser's land has to the total land area of the subdivision.

Before sale of any portion of the subdivision property, the developer or any subsequent owner shall (1) disclose to the purchaser the obligation of maintenance it assumes under this paragraph; and (2) obtain a written acknowledgement, signed by the purchaser, setting forth that portion of the total detention pond's maintenance costs for which the purchaser is responsible, together with purchasers agreement to assume such responsibility. If there is any default or defect in the notification and acknowledgement provisions of this paragraph, such default or defect shall void any sale and any approvals obtained from the City for the subdivision.

If the detention pond is not safely, attractively, and timely maintained pursuant to this Declaration of Protective Covenants, Agreements and Restrictions, the developer and all subsequent successors, purchasers, or assignees hereby agree that Provo City shall have the right, but not the duty, to enter upon the property and undertake such maintenance and improvements as will make the detention pond safe and attractive. The costs arising from such maintenance shall be borne by the owners of property in the subdivision in the same relative proportion as each property owner's land area has to the total land area of the subdivision and shall be due and payable 30 days after billing by the City. Amounts not paid within 60 days of billing shall be a lien against

the property which the City may foreclose pursuant to mortgage foreclosure procedures set forth in state law.

Provo City by requiring a detention pond, and proper and timely maintenance of the pond, assumes no liability for the pond, its construction, maintenance, or lack thereof. The developer and all subsequent purchasers hereby specifically covenant and agree to indemnify, defend, and hold the City harmless from any and all liability whatsoever arising from the construction or maintenance of the pond.

B. ARCHITECTURAL CONTROL COMMITTEE

B-1. Membership. The Architectural Control Committee shall be composed of Declarant and four other individuals of declarant's choosing who may or may not be lot owners. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. From and after January 1, 1996, the then record owners of a majority of the lots within the subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or any of its powers and duties.

B-2. Procedure. All plans and specifications submitted to the committee must be submitted in duplicate and accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval or disapproval and the date thereof affixed to one copy of such plans and specifications. In the event the committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, or in any event if no suit to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS

C-1. Term. 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 of recordation of this Declaration, after which time the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing signed by a majority of the then owners of the lots within the subdivision has been recorded, agreeing to change the covenants in whole or in part.

C-2. Amendment. Except as other wise provided in Paragraph C-1, above, this Declaration can be amended at any time by a

recorded writing executed by all of the then record owners of the lots within the subdivision.

C-3. Enforcement. Enforcement shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The prevailing party in any enforcement proceeding shall be rewarded all costs incurred to enforce these covenants.

C-4. Conflict and Severability. In the event any of the provisions of this Declaration are in conflict with the then existing zoning or building ordinances of Provo City or the statutes or laws of the State of Utah or the United States of America, such ordinances and statutes shall control. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

DATED: December 9, 1993

HOMETOWN MEADOWS, L.C.
a Utah Corporation

By  _____

Attest: _____

STATE OF UTAH)
): ss.
COUNTY OF UTAH)

On December 9, 1993, personally appeared before me, Scott Kirkland who being by me duly sworn did say, for himself, that he, the said Scott Kirkland is the President of Hometown Meadows, L.C. a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of it's board of directors and said Scott Kirkland duly acknowledged to me that said corporation executed the same.

Susan G. Palmer
NOTARY PUBLIC

My Commission Expires: 8/27/96
Residing At: Mapleton, Utah

