



W3311466

WHEN RECORDED, RETURN TO:

M.D.C. Holdings, Inc.
4350 S. Monaco Street, Suite 500
Denver, CO 80237
Attn: Donna Prete

E# 3311466 PG 1 OF 5
Leann H. Kiltz, WEBER COUNTY RECORDER
16-Jan-24 04:18 PM FEE \$40.00 DEP SD
REC FOR: NORTHERN TITLE COMPANY - LOGAN
ELECTRONICALLY RECORDED

NTWE-127799

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT (this "Restrictive Covenant") is made effective January 16, 2024, by Heritage Land Development, LLC, a Utah limited liability company (the "Developer").

RECITALS

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A. Developer is the owner of certain property located in Weber County, State of Utah, particularly described in the attached Exhibit A and known generally as the Open Space A parcel and Open Space B parcel of the Taylor Landing Cluster Subdivision Phase 1A 1st Amendment (hereinafter the "Open Space Preservation Parcel(s)"), as created pursuant to that certain plat recorded as Entry No. 3248740 in the real property records of Weber County, Utah (the "Plat").

DB

B. Developer and Weber County, a political subdivision of the State of Utah, entered into that certain Declaration of Open Space Preservation Easement Agreement recorded on August 4, 2022, as Entry No. 3248942 of the official records of the Weber County Recorder's Office and that certain Declaration of Open Space Preservation Easement Agreement recorded on August 4, 2022, as Entry No. 3248941 of the official records of the Weber County Recorder's Office (collectively, the "Declaration").

C. Developer has sold Lots 5, 11, 17 and 18, as shown on the Plat (the "Richmond Lots") to Richmond American Homes of Utah, Inc., a Colorado Corporation ("Richmond"). Richmond intends to construct a residential unit on each of the Richmond Lots.

D. As a condition to closing on the Richmond Lots and to preserve the value of the Richmond Lots, Richmond required, and Developer agreed, to place certain restrictive covenants on the Open Space Preservation Parcels.

E. It is the express intent of the Developer that the deed restrictions and covenants set forth in this Restrictive Covenant be binding upon the Developer while the Developer owns the Open Space Preservation Parcels and upon all subsequent owners of the Open Space Preservation Parcels (each an "Owner" and collectively, the "Owners") upon the transfer of each Open Space Preservation Parcel by the Developer to an Owner.

F. It is the further intent of the Developer that the Richmond, and any subsequent owner of a Richmond Lot, any homeowners' association or successive homeowners' association (each an "Association") to which Richmond assigns its rights under this Restrictive Covenant, be an intended third-party beneficiary of this Restrictive Covenant with enforcement rights.

NOW, THEREFORE, in consideration of the foregoing, the Developer declares and covenants as follows with respect to the Open Space Preservation Parcels:

SECTION 1. GENERAL USE LIMITATIONS. Developer agrees that the Open Space Preservation Parcels permitted use under Section 1 of the Declaration shall be further restricted as follows:

1.1 **Land Use.** Notwithstanding anything to the contrary in the Declaration, the Open Space Preservation Parcels shall not be used for the following animal related uses described within Chapter 104-2 (Agricultural Zones) of Weber County Land Use Code: animal feeding operations, animal feeding operation - large concentrated, apiary, aquaculture – animal related, aviary, chinchilla raising, creamery, custom exempt meat cutting, dairy farming, slaughterhouses, noxious animals, and animal husbandry.

SECTION 2 DEFAULT. Any breach or default under this Restrictive Covenant shall allow Richmond, a successor owner of a Richmond Lot, or an Association, the right to pursue any remedy against the applicable Owner(s) as may be available at law or in equity for such violation. Furthermore, Owner acknowledges that Owner's breach of the Restrictive Covenant would cause irreparable injury to Richmond, a successor owner of a Richmond Lot, or an Association and, to the extent permitted by law, agrees that in the event of any such breach, Richmond, a successor owner of a Richmond Lot, or an Association shall be entitled to seek a temporary restraining order and/or an injunction restraining the applicable Owner(s) from engaging in activities prohibited by this Restrictive Covenant or such other relief as may be required to specifically enforce any of the covenants contained in this Restrictive Covenant.

SECTION 3 BINDING EFFECT, TRANSFER. This Restrictive Covenant burdens each Open Space Preservation Parcel, is intended to and shall run with the land, and shall be binding upon the Owner or Owners of the Open Space Preservation Parcels, and their respective successors and assigns, for so long as the Declaration remains in effect upon the Open Space Preservation Parcels. However, if the Declaration is ever terminated in order to permit residential development on the Open Space Preservation Parcels then this Restrictive Covenant will also terminate. Upon the recording of a subdivision plat permitting residential development upon some or all of the Open Space Preservation Parcels, this Restrictive Covenant will immediately and automatically terminate only with respect to the property subdivided by that plat for residential development.

SECTION 4 THIRD PARTY BENEFICIARY. Developer hereby names Richmond, any successor owner of a Richmond Lot, and any Association as intended third-party beneficiaries of this Restrictive Covenant with full rights to enforce. Additionally, subject to the termination of this Restrictive Covenant as provided under Section 3 *above*, no party may amend or terminate this Restrictive Covenant without the express, written consent of the Richmond and/or applicable Association.

SECTION 5 GENERAL PROVISIONS.

5.1 **Assignment.** Richmond shall have the right to assign its rights and interest in and to this Restrictive Covenant to any successor owner of a Richmond Lot or Association created with respect to the Richmond Lots. Richmond shall use reasonable efforts to record any such assignment in the real property records of Weber County, Utah.

5.2 **Governing Law.** This Restrictive Covenant and the rights of the parties shall be governed by and construed in accordance with the internal laws of the State of Utah. Any litigation or mediation concerning this Restrictive Covenant shall take place in Weber County, Utah.

5.3 Severability. If any one or more of the provisions contained in this Restrictive Covenant shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, this Restrictive Covenant shall be construed as if such provisions had not been contained herein, and this Restrictive Covenant shall be interpreted without the invalid, illegal, or unenforceable provision so as to carry out the original intent as much as possible.

5.4 Amendment and Termination. Except as provided under Section 3 above, this Restrictive Covenant may only be modified, amended or terminated with the written consent of Richmond and/or the applicable Association.

[signature pages to follow]

IN WITNESS WHEREOF, the undersigned has executed this Restrictive Covenant on the date first set forth above, to be effective as of the date first set forth above.

Developer:

HERITAGE LAND DEVELOPMENT, LLC, a Utah limited liability company

By: _____
Name: Jay Stocking
Title: Manager

STATE OF UT)

County of Box Elder) ss.

• The foregoing instrument was acknowledged before me this 16 day of January 2024, by Jay Stocking the Manager of Heritage Land Development, LLC, a Utah limited liability company.

J Stocking

Notary Public

My commission expires:
11/10/2026

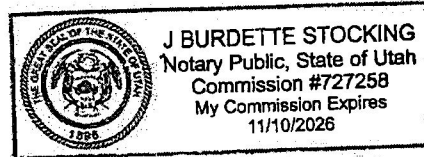


Exhibit A

**TAYLOR LANDING PHASE 1A,
1st AMENDMENT
A CLUSTER SUBDIVISION**

**PART OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 6 NORTH, RANGE 2 WEST,
SALT LAKE BASELINE AND MERIDIAN
WEBER COUNTY, UTAH**

**FINAL PLAT
MARCH 2022**

OPEN SPACE PHASE I BOUNDARY DESCRIPTION

Part of the East Half of the Northwest Quarter of Section 28,
Township 6 North, Range 2 West of the Salt Lake Base and
Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6
North, Range 2 West of the Salt Lake Base and Meridian
monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet
along the south line of the Northwest Quarter of said Section 28;
thence N00°46'08"E 1001.00 feet; thence S 89°13'14" E 17.26 feet;
thence N 00°46'08" E 132.54 feet; thence N 00°34'29" W 66.02
feet; thence N 00°46'46" E 130.00 feet; N89°13'14"W 362.04 feet
to the POINT OF BEGINNING and running
thence N 89°13'14" W 594.10 feet;
thence N 00°48'18" E 100.00 feet;
thence N 11°33'40" E 213.77 feet;
thence N 00°49'48" E 353.36 feet to the Southeast Corner of
Belmont Park Estates Subdivision, Phase J;
thence N 00°46'11" E 664.28 feet to the north line of the
Northwest Quarter of said Section 28;
thence S 89°07'58" E 314.43 feet along said north line;
thence S 00°52'02" W 768.77 feet;
thence S 89°32'33" E 236.27 feet;
thence S 00°20'03" W 559.74 feet to the point of beginning,
containing 12.81 acres, more or less.

15-798-0001-0031 NP