

**PROTECTIVE COVENANTS FOR WHITE FENCE FARMS SUBDIVISION
MONROE, SEVIER COUNTY, STATE OF UTAH**

KNOW ALL MEN BY THESE PRESENTS:

Tri-Baroness, LLC of Monroe, Sevier County, State of Utah, is the owner of the following described property located in Monroe, Sevier County, State of Utah, to wit:

LOT NUMBERS 01 THROUGH 56, WHITE FENCE FARMS SUBDIVISION

NOW, THEREFORE, said owner hereby declares that all of the property described above is held and 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 to be in furtherance of a plan for the subdivision, improvements and sale of 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. The acceptance of any deed or conveyance thereof by the Owner therein, and their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to such covenants and restrictions as follows, to wit:

**ARTICLE 1
DEFINITIONS**

The following words, when used in this Protective Covenant or in any Supplemental Covenant, unless inconsistent with the context of this Covenant, shall have the following meanings:

- 1.1 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the property, including contract purchasers, but excluding those having such an interest merely as security for the performance of an obligation.
- 1.2 "PROPERTY" shall mean and refer to that certain real property in the County of Sevier, State of Utah, which is described above.
- 1.3 "LOT" shall mean any portion of the property and refers to any plot of land shown upon any recorded subdivision map, including all or a portion of the Property.
- 1.4 "DECLARANT" shall mean and refer to Tri-Baroness LLC, and any successor or assign as may here after be designated by the Declarant by a written instrument duly recorded in the office of the recorder of Sevier County, Utah.

**ARTICLE II
GENERAL RESTRICTIONS**

- 2.1 **LAND USE AND BUILDING TYPE:** No building shall be erected, altered, placed, or permitted on any lot other than detached dwelling units designed for not more than one family, not to exceed two stories in height, and attached or detached garages, carports, storage, utility buildings or similar structures.
- 2.2 **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications, or sketches and worksheets, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to 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 chain link type fencing will be allowed in the front yard. Application for a City Building Permit shall not be made until after compliance with the foregoing. Approval shall be as provided in Section 3.4 of these Covenants.
- 2.3 **QUALITY AND SIZE:** It being the intent and purpose of the Covenant to assume that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, the ground floor shall not be less than fourteen hundred (1,400) square feet for a one-story dwelling and not less than twelve hundred (1,200) square feet for a dwelling of more than one story.

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- 2.4 **BUILDING LOCATION:** All building placement must comply to Monroe City Code. There are no sidewalks, nor curb and gutter built into the development. If a lot owner desires front sidewalk or curb and gutter, said lot owner must proceed to acquire written agreement, financing and construction of sidewalk and or curb and gutter from all lot owners on the same side of the street as the said lot owner. This means that no single lot will have sidewalk and or curb and gutter without all lots also having the same look. These improvements must be in accordance with city code as to placement and construction.
- 2.5 **EASEMENTS:** A 10 foot easement for installation and maintenance of utilities is reserved over all lot lines, and no structure, planting or other material shall be placed and permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot shall be improved and maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
- 2.6 **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. The owner of each lot shall be responsible for the maintenance thereof, whether or not a dwelling structure exists thereon, and shall be obliged to prevent the growing of any noxious or offensive weeds or the accumulation of any paper, rubbish, old machinery or equipment, or trash of any kind. No annoying light, sound or odor shall be emitted from any lot or any dwelling which is unreasonably annoying or offensive to the neighborhood.
- 2.7 **TEMPORARY AND OTHER STRUCTURES:** No structure of a temporary nature, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a permanent residence. RV or Travel Trailers may be used as a residence for no longer than a month in any continuous 3 month period as long as said RV or Travel Trailer is parked at the rear of the single family dwelling. No old or second hand structures shall be moved onto any of the said lots without the approval of the Architectural Control Committee, it being the intent hereof that all dwellings and other buildings to be erected on said lots or within said subdivision, shall be new construction or of comparable quality as to appearance, workmanship and materials.
- 2.8 **SIGNS:** No sign of any kind shall be displayed to the public view on any lot without first receiving approval of the Architectural Control Committee prior to display. Said approval shall not be unreasonably withheld.
- 2.9 **LIVESTOCK, POULTRY, AGRICULTURE:** Shall comply with Monroe City Code, with the exception of pigs, which are prohibited, and that no animal may be kept on the Property which is a nuisance to other lot owners or which runs at large.
- 2.10 **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall be placed and kept in covered containers and shall not be allowed to accumulate on any lot. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.11 **VEHICLES AND STREET PARKING:** No lot, roadway, or easement shall be used for parking, storage or accommodation of any type of junk vehicles. Only normally operational cars and pickup trucks incidental to residential family use will be permitted within the property. All automobiles, trailers, boats, snowmobiles, recreational vehicles and any other motorized vehicles which are not kept in a garage must be parked in the side or rear yard of the residence. Any such vehicles may only be parked in the street or driveway on a temporary basis. No heavy equipment, semi-tractors/trailers, busses, camping vehicle, boat or boat trailer or mobile home may be parked over night on the street or on the property unless housed in an enclosed structure.
- 2.12 **DWELLING CONSTRUCTION:** In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set forth:
- 2.12.1 The Architectural Control Committee shall be most favorable toward quality materials such as stucco, stone, stone-veneer, brick, brick veneer, wood or high grade vinyl, on any proposed dwelling for the purpose of creating and maintaining a "upscale country atmosphere".
- 2.12.2 Modular, mobile homes, house trailers or the like are prohibited.
- 2.12.3 The work of constructing, altering or remodeling any building on any part of any lot shall be pursued diligently from commencement until completion thereof with a maximum time limit of two (2) years.
- 2.12.4 Location of all storage and utility buildings, garbage and refuse containers, clothes drying lines and utility pipes, etc. must be placed on the site in such a manner as not to be unduly conspicuous from the front of the property or street.

be essentially completed within a year of primary dwelling completion.

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Traditional landscaping or xeriscaping are encouraged. No Elm, Aspen or Willow trees will be permitted on any lot within the subdivision.

- 2.14 IRRIGATION: Currently, irrigation water is supplied by an independent irrigation company, namely Tuft Farms, Inc.. The following rules apply:
- 2.14.1 All lot owners shall be assessed for irrigation water, regardless of use or non-use. Culinary water used on exterior landscaping is strongly discouraged.
- 2.14.2 At a future date, determined by the City of Monroe, the said city may take over the irrigation system. In this event all lot owners must comply with Monroe City irrigation regulations and fees.
- 2.14.3 Use of irrigation water is restricted to the following schedule:
Lots on the even side of the street may irrigate on even calendar dates only.
Lots on the odd side of the street may irrigate on odd calendar dates only.
Exceptions can be made by the Architectural Control Committee for newly seeded lawns or the like but is to be of a temporary nature.
- 2.14.4 The amount of pressure (between 20 and 30 psi) coming from the irrigation system by itself is not enough to provide for a lot sprinkler system. Therefore it is understood that the lot owner will need to provide a small pump (less than one horsepower) to increase water pressure to acceptable limits.
- 2.14.5 Irrigation water will be provided in the system on approximately the same schedule as Monroe City and also based on Monroe South Bend Irrigation Canal Company schedule.
- 2.15 DAMAGE TO IMPROVEMENTS: The owner of any lot shall be responsible for repair of damage to any public property within White Fence Farms Subdivision, occasioned by his act or the act of his contractor, builder, or agent wherever such damage occurs. This shall be construed to include replacement where reasonably necessary. Each owner shall be obliged to contractually pass on to his contractor, builder or agent the responsibility imposed by this provision, though this shall not be construed to relieve said owner of primary liability for failing performance by his contractor, builder or agent.

ARTICLE III DURATION, ENFORCEMENT, AMENDMENT

- 3.1 DURATION OF PROTECTIVE COVENANTS: All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against property and owners thereof, subject to the right of change or modification provided in this Article, until thirty (30) years, and shall as then in force be continued thereafter for successive periods of ten (10) years each without limitation, unless written agreement is executed by more than two-thirds (2/3) of the then owners of record in the area of said property with one vote per lot, exclusive of streets, by the terms of which agreement any of said conditions or covenants are changed or modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.
- 3.2 CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of the said conditions, covenants, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way affect the validity of the remaining part or any other part, and the same shall remain in full force and effect.
- 3.3 ENFORCEMENT: Each and all of said conditions, covenants and reservations is and are for the benefit of the Declarant and each owner of land (or any interest therein), in said property, and they and each thereof shall inure and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Declarant. As to each lot owner, the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and the continuance of such breach may be enjoined, abated, or remedied by appropriate proceeding by any such owner of another lot or parcel in said White Fence Farms Subdivision, every act or omission where by any restriction, condition, or covenant is violated in whole or in part being hereby considered and declared to be a nuisance. Failure by Declarant or any property owner or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Declarant and any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force and effect to the terms hereof.
- 3.4 ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee, which is vested with the powers described herein, shall consist of three members of Tri-Baroness, LLC until the development is complete, then three owners of property within White Fence Farms Subdivision, appointed by Declarant or elected by a simple majority of lot owners. Prior to commencement of excavation, construction or extensive remodeling or adding to any

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structure theretofore completed, there shall first be filed with the Architectural Control Committee a complete set of building plans and specifications therefor or sketches and worksheets to be used in construction, together with a block or plot plan including the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the Committee. The Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. In the event the said Committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. Application for a City Building Permit shall not be made until after receipt of approval of said Committee or until after expiration of the thirty (30) days as aforesaid.

- 3.5 CHANGING PROTECTIVE COVENANTS: The Architectural Control Committee shall have the right to modify these protective covenants by the following process. Said changes must be in writing and agreed to by the three members of the Committee. The written changes must be delivered to all then current lot owners. Each lot owner will have 20 days to return the written changes with a signed statement of agreement or disagreement. A simple majority of returned documents will determine if the changes become part of the protective covenants.
- 3.6 ASSIGNMENT OF POWERS: Any and all rights and powers of the Declarant herein contained may be delegated, transferred or assigned wherever the term "Declarant" is used herein, it includes assigns or successors in interest of the Declarant.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND SEAL AS OF THE

5 DAY OF May OF 2006.

TRI-BARONESS, LLC

Suzanne K. Tuft
Suzanne K Tuft, Member

Robin E Temple
Robin E Temple, Member

Rhiannon R Beckes
Rhiannon R Beckes, Member

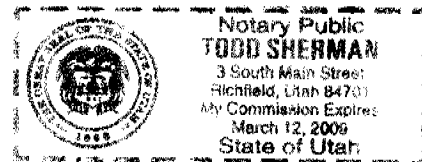
State of Utah)
) ss.
County of Sevier)

Subscribed and sworn to before me this 5 day of May, 2006, by Suzanne K Tuft, Robin E Temple and Rhiannon R Beckes, personally appeared before me as the signers of the foregoing Protective Covenants for Tri-Baroness, LLC. Who dully acknowledge to me that they executed the same.

Witness my hand and official Seal.

My Commission expires 3.12.2009

Todd Sherman
Notary Public, Residing at: Richfield



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