

AGREEMENT FOR PROTECTIVE COVENANTS

443401

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS MAPLE HILLS OF BOUNTIFUL, a Utah Corporation, is the owner and possessor of the following described land:

MAPLE HILLS SUBDIVISION NO. 2

PLAT "B"

Beginning at a point which is N. 0°01'20" W. along the section line 1024.12 feet 8 East 1530.01 feet from the West ¼ corner of Section 33, T.2N., R.1E., S.L.B. & M. and running thence N. 13°12'14" E., 60.00 feet to a point on a 116.39 foot radius curve to the right (radius point bears N. 13°12'14" E.); thence Northwesterly along said curve an arc distance of 65.12 feet; thence 44°44'22" W., 13.75 feet to a point of tangency with a 25.00 foot radius curve to the right; thence northerly along said curve an arc distance 39.27 feet; thence N. 45°15'38" E., 180.00 feet, to a point of tangency with a 806.33 foot radius curve to the left; thence Northeasterly along said curve an arc distance of 250.49 feet; thence N. 27°27'40" E. 100.00'; thence S. 62°32'20" E., 315.00 feet; thence S. 21°51'37" E., 669.26 feet; thence S. 19°03'34" E., 1320.27 feet; thence S. 41°34'30" E., 180.13 feet; thence S. 11°18'36" E., 203.96 feet; thence S. 29°45'02" E., 182.47 feet; thence S. 70°50'55" W., 140.00 feet; thence N. 55°03'49" W., 92.04 feet; thence N. 69°37'28" W., 205.72 feet; thence S. 8°07'48" W., 176.78 feet; thence N. 59°48'15" W., 1342.10 feet to Maple Hills Subdivision No. 2 Plat A; thence N. 50°51'22" E., 197.78 feet along the boundary of said subdivision, thence N. 12°31'12" W., 272.65 feet; thence S. 76°30'00" W., 90.00 feet; thence N. 13°30' W., 154.65 feet to the Bountiful City Property; thence along said property 3 courses: N. 85°00" E., 2.04 feet; N. 20°00' E., 110.00 feet; N. 5°00' W., 73.44 feet; thence N. 12°25'53" E., 502.58 feet; thence N. 1°57'07" W., 190.00 feet to the point of beginning. Containing 50.54 Acres. Excluding that portion labeled CONDOMINIUM AREA, containing 36.97 acres.

PLAT "C"

- Abstracted
- Indexed
- Entered
- Platted
- On Maps
- Compared

Beginning at a point which is N. 0°01'20" W., along the Section line 808.98 feet 8 East 2328.61 feet from the West ¼ Corner of Section 33, T.2N., R.1E., S.L.B. & M. and running thence N. 80°13'03" E., 249.28 feet; thence S. 42°02'21" E., 1232.01 feet; thence S. 19°45'34" E., 547.22 feet; thence 66°01'10" E., 374.51 feet; thence S. 0°45'39" E., 674.73 feet; thence 16°38'03" W., 248.51 feet; thence S. 27°11'25" W., 252.87 feet; thence N. 53°28'10" W., 96.51 feet; thence S. 80°21'05" W., 164.22 feet; thence N. 29°54'03" W., 814.56 feet; thence N. 24°58'51" W., 221.14 feet to the boundary of Maple Hills Subdivision No. 2, Plat B; thence along said boundary N. 29°45'02" W., 182.47 feet; thence N. 11°18'36" W., 203.96 feet; thence N. 41°34'30" W., 180.13 feet; thence N. 19°03'34" W., 1320.27 feet to the point of beginning. Containing 40.68 Acres. Excluding that portion labeled CONDOMINIUM AREA, containing 21.41 acres.

AND WHEREAS said owner is desirous of protecting the above described property by restrictive covenants:

NOW THEREFORE it is the desire of said owner and intent thereof that the said property shall be conveyed hereafter subject to the restrictive covenants set forth below in order to enhance a more uniform development of the lots therein, maintain to the extent possible the natural environment in which they are located, and to maintain the value thereof.

1. LAND USE AND BUILDING TYPE

No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling with private garage for at least two cars, the plans for which shall be approved in advance by the Community Development Committee referred to hereafter. The use of carports in addition to or instead of garages, and the use of any fences must have the specific prior approval of the Community Development Committee.

2. ARCHITECTURAL CONTROL

No building or structure shall be erected or altered on any lot in the above described real property until the construction plans and specifications and a plot plan showing the location of the proposed structure have been approved by the Community Development Committee as to size, height, quality, materials, harmony of design of the proposed structure to the locale and as to the location of the proposed structure with respect to topography and grade. Buildings shall be designed to preserve the natural beauty of the area. Only those exterior materials which will blend harmoniously into the natural environment, with special emphasis on earth-toned colors, shall be permitted. Wood shake shingles, with fire retardant underlayment, shall be required on the exterior roofs of all structures. Masonry (brick and stone) exteriors are strongly encouraged. The Community Development Committee shall have final control for approval of color and material plans.

3. COMMUNITY DEVELOPMENT COMMITTEE

The Community Development Committee shall be composed of the officers of Maple Hills of Bountiful, a Utah Corporation, or owners of lots of the property subdivided in the real property described above, not to exceed three (3) in number who shall initially be appointed by the officers of Maple Hills of Bountiful. When comprised of owners of lots, the terms of the committeemen shall be for the term of one (1) year or untils a successor is duly elected and qualified. After initial appointment, committeemen may be elected by a majority of the persons owning lots in the above described real property, with each lot owner to have one vote per committee member. A majority of the

866

committee may designate a representative to act for it. In the event of the 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 any compensation for services performed pursuant to this covenant.

#### 4. COMMUNITY DEVELOPMENT COMMITTEE PROCEDURE

The Community Development Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications, including exterior color and material proposals, shall be submitted to the committee in duplicate and one approved set shall be returned to the lot owner. In the event the committee or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been duly complied with. The community Development Committee shall be substantially governed by the Building and Zoning Ordinances of Bountiful, Utah, except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structures built on the property above described or where specific provisions of these covenants are applicable.

#### 5. DWELLING QUALITY AND SIZE

All structures constructed on the property described herein shall be of good quality workmanship and materials. The main floor area of the primary structure shall be not less than fifteen hundred square feet (1500 sq. ft.) exclusive of open porches and garages except as provided for hereafter. Deviations from this area requirement can only be made upon written approval, in advance, from the Community Development Committee, upon a showing of an extraordinary increase in quality in a unit with less than 1500 sq. ft. to warrant reduction from the minimum area requirement.

#### 6. NUISANCES

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance

or nuisance to the neighborhood.

No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in the property above described except as allowed by the applicable ordinances of Bountiful City. Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of other residents.

All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain overnight on the property above described only if housed in a garage or screened from the street behind the set-back line of the residence.

Failure to comply with the provisions hereof shall constitute a nuisance.

#### 7. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL

No lots shall have accumulated thereon any rubbish, trash or unsightly debris. Upon failure or neglect of any owner to remove such materials or weeds from his property within 10 days after written notice to remove has been mailed to him by the Community Development Committee, the Committee may cause the same to be removed and the individual lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall have installed surrounding it a sprinkler system for fire protection which may also be used for irrigation. All residents shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

All stacks and chimneys from fireplaces in which combustibles other than natural gas, are burned shall be fitted with spark arrestors.

Each residence shall have and maintain in operable condition at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year round water source.

#### 8. FENCES AND SCREENS

No fence or screen shall be erected without the prior written consent

868

of the Community Development Committee. Generally, no fences shall be allowed on the perimeters of individual lots and only on a limited basis on the interiors of lots so as to maintain the open and unobstructed nature of the entire project.

The use of screen fences shall be allowed to a limited extent to add privacy to patios and provide sight screening for recreational vehicle storage spaces behind the set-back line on individual residences.

No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections.

#### 9. FOLIAGE

Only such foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation, and for lawn and patio areas. In general, the lawn and patio area shall not exceed in area the square foot area of the main level of the house erected on the lot. Deviations from this standard will be allowed by the Community Development Committee only for good cause shown.

#### 10. AMENDMENTS

These covenants may be amended or renewed upon written approval of at least seventy-five (75%) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

#### 11. TERMS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of twenty (20) years from the date these covenants are recorded. They may be renewed thereafter pursuant to the provisions of paragraph 10 above.

#### 12. ENFORCEMENT

Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. In addition to remedies at law or in equity, the Community

Development Committee may abate any nuisance or correct any violation hereunder and the individual lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to the Community Development Committee or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

13. INVALIDATION

Invalidation of any one of these covenants or any portion thereof by judgements or court shall in no wise affect any of the other provisions the same shall remain in full force and effect.

DATED: 22 September 1976

MAPLE HILLS OF BOUNTIFUL, A Utah Corporation

BY: Bennett P. Peterson

Bennett P. Peterson, President

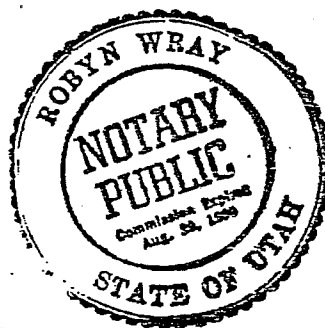
ATTEST: Norman R. Dobson

Norman R. Dobson, Secretary

STATE OF UTAH )  
                  ) 870  
County of Davis ) SS

On the 22nd day of September, A. D. 1976, before me personally appeared Bennett P. Peterson, who, being by me duly sworn, did say that he is the President of Maple Hills of Bountiful, a Utah Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Bennett P. Peterson acknowledged to me that said corporation executed the same.

*Robyn Wray*  
\_\_\_\_\_  
Notary Public



My Commission Expires: Aug. 20<sup>th</sup>, 1980

(SEAL)