

DECLARATION OF PROTECTIVE COVENANTS FOR SEALS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned being the owners of the following described real property situated in Utah County, State of Utah, to wit:

All individually confirmed lots 1 through 15 in Plat "C" of Seals Subdivision hereinafter named. In consideration of the premises and as part of the general plan for improvement of the property comprising Seals Subdivision. I do hereby declare this Declaration of Protective Covenants for Seals Subdivision this 1st day of September, 1995 here in recited.

PART A RESIDENTIAL AREA COVENANTS

ENT 28879 BK 3935 PG 689
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 APR 8 9:14 AM FEE 48.00 BY CR
RECORDED FOR SECURITY TITLE AND ABSTRACT

1. Planned Use and Building Type

No lot shall be used except for residential purpose. No building shall be erected, altered, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a structurally attached private garage for not more than four vehicles and not less than two vehicles. The garage shall be constructed of the same material as the home and be fully enclosed. Quality trellises, sunshades, gazebos, storage sheds, attached rear patios, and other appurtenant buildings shall be constructed in harmony with the existing building. Each building, fence, or structure shall be kept in good repair, and shall not be permitted to fall into disrepair. The same good repair shall be maintained of all roof shingles, gutters, and downspouts.

2. Architectural Control

No building shall be erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Seals Subdivision Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. No mobile home, prefabrication/kit, or log home shall be allowed in the subdivision. The approval or disapproval of any home must be given by letter from Seals Subdivision Architectural Committee. Fences or walls erected, placed or altered on any lot nearer to any street than the minimum building setback line shall be no more than three feet (3') in height and constructed of quality wood, rod iron, or vynal products. All other fencing materials placed in front of the setback line shall be approved as provided in Part B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 1400 square feet for a single story, split level or split entry structure; or less than 1000 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2000 square feet for two story structures, exclusive of basement, garage, and open porches. A minimum of forty percent (40%) of the exterior of home sides facing a street is to be of brick, stone, stucco, or combination thereof.

4. Building Location

a) No building or permanent structure shall be located on any lot nearer to the front lot line than thirty feet (30'). b) No building or permanent structure shall be located nearer than 10 feet (10') to an interior side or rear lot line. c) For the purpose 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 constructed to permit any portion of a building on a lot to encroach upon any other lot.

5. Easements

Easements for installations and maintenance of utilities 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. 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.

6. Nuisances

No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of Seals Subdivision Architectural Control Committee will be permitted, unless in an enclosed area built or designed for such purposes. Such enclosed area shall be aesthetic in nature and erected on side or rear yards behind the front yard setback. Automobiles, trailers of any type, boats, or other vehicles are not to be stored on the street at any time. Any vehicle or truck requiring a commercial driver's license, passenger endorsement, or buses of any type shall be parked behind the front yard setback of lot. Vehicles cannot interfere with the safety or enjoyment of adjoining lots. No motor vehicles of any kind shall be constructed, reconstructed, or repaired upon any lot unless the vehicle is contained in an enclosed structure. Routine maintenance or emergency repairs on vehicles need not be made in an enclosed structure inasmuch as they are completed in a timely manner.

7. Temporary Residence Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Residence shall be defined as a place in which one lives, resides, or is inherently present.

8. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

9. Animals and Pets

Any household pet may be kept as permissible within current zoning regulations provided they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. If in the opinion of Seals Subdivision Architectural Control Committee, any animals or pets become an annoyance, nuisance or obnoxious to other owners

9. Animals and Pets - Continued

throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted. The committee may also require the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood at the owner's expense.

10. Landscaping

Trees, lawns, shrubs, or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Seals Subdivision Architectural Control Committee.

11. Zoning Ordinances

Rules and regulations of the City of Mapleton, Utah, are considered to be part hereof, and to any extent that these covenants might establish minimum requirements which conflict with the minimum requirements established by said zoning ordinances, rules and regulations, the most restrictive shall apply.

PART B SEALS SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

1. Membership

Lot owners shall appoint a maximum of two (2) property owners from their plat to be integrated with the existing Architectural Control Committee. Membership in the committee shall be comprised of up to seven (7) current lot owners or their designated representative. Committee member names and contact information shall be on file at the Mapleton city office.

"Lot" shall refer to any one of the separately numbered and individually described plots of land described on the Seals Subdivision plat, whereas "owner" shall mean one person or a single joint owner acting in behalf of all joint owners of record as documented at the County Recorder Office of Utah County. Lot owner or joint owners of a lot shall have one (1) membership vote in Seals Subdivision. Other lots or plats in Seals Subdivision protected under similar covenants which provide membership shall also have one (1) vote.

Appointed committee members of Seals Subdivision shall have one (1) vote. They shall serve two (2) years, and may be asked to serve again. A member of the Control Committee shall be appointed as chairperson who will vote only in case of ties among the committee. A committee clerk shall also be appointed and will retain all documents pertaining to plats, information of record, protective covenants, and city zoning material. If a member shall sell or otherwise lose control of their lot, the current property owners shall select another to serve in the vacant position from among other existing property owners.

Neither the committee members nor the chairperson shall be entitled to any compensation for service performed pursuant to this covenant. Financial reimbursement shall be that which is expended for necessary documentation, mailing, copies, and other official committee business in behalf of subdivision members. A yearly fee of three dollars (\$3.00) per lot shall cover such costs. Inspection of financial records shall be available to property owners. After 2000A.D., an increase in fees due to inflation or other economic justification may be approved. Such action

1. Membership - Continued

shall only be considered legal and binding when a majority (51%) of current lot owners agree in writing to increase the fee. The City of Mapleton shall be given a copy of the ratified document to file with covenants.

2. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or designated representatives fail to respond within ten (10) working days after plans and specifications have been submitted, or in the event there is no suit to enjoin or prohibit construction which has been commenced prior to the completion and closing thereof, approval of related covenants shall be deemed to have been fully complied with. Plans and specifications shall be provided to the committee immediately upon request if such have not been approved.

**PART C
GENERAL PROVISIONS**

1. Terms

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under covenants for a period of thirty (30) years from the date the covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of 2/3 (67%) of the then owners of the lots agree to change said covenants in whole or in part. All future changes in whole or in part to this first Amendment to the Declaration of Protective Covenants for Seals Subdivision shall be made only by an instrument signed by a 2/3 (67%) majority of the then lot owners having voting privileges in the subdivision.

2. Enforcement

Enforcement shall be by proceedings at law in equity against every person or persons violating or attempting to violate any covenants by either restraint of violation or a recovery of damages. Costs associated with the enforcement of this document shall be paid by violator.

3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

◆ SEALS SUBDIVISION ◆



SIGNATURES



ENT 28879 BK 3935 PG 693

Brenda Smith

Norman J. or Brenda Smith, Lot 1, Plat C

Don M. or Linda K. Smith

Don M. or Linda K. Smith, Lot 2, Plat C

Dale W. or Mary W. Hair

Dale W. or Mary W. Hair, Lot 3, Plat C

Lisa A. Hansen

Gary D. or Lisa A. Hansen, Lot 4, Plat C

Ruth L. Williams

Ruth L. Williams, Lot 5, Plat C

Harvey J. Van Sickle

Harvey J. Van Sickle, Lot 6, Plat C

Michael J. or Laurie A. Nelson

Michael J. or Laurie A. Nelson, Lot 8, Plat C

R. Kayor Ruth A. Olsen

R. Kayor Ruth A. Olsen, Lot 9, Plat C

Jeffrey T. or Tracy D. Hawkins

Jeffrey T. or Tracy D. Hawkins, Lt 10, Plt C

Bradley K. or Denise B. Fullmer

Bradley K. or Denise B. Fullmer, Lt 11 Plt C

Michael R. or Ava H. Christian

Michael R. or Ava H. Christian, Lt 12, Plat C

Mary Lynne W. York

Mary Lynne W. York, Lot 13, Plat C

David L. or Eve A. Clay

David L. or Eve A. Clay, Lot 14, Plat C

Darren R. or Sune H. Patten

Darren R. or Sune H. Patten, Lot 15, Plat C

State of Utah)
 ss:

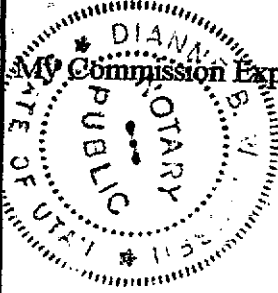
County of Utah)

On the 7th of September, 1995, personally appeared before me, Ray Kay Olsen,

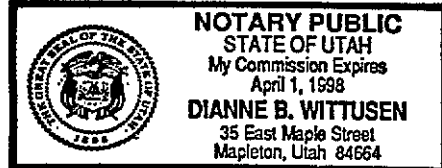
Harvey Van Sickle, Sune Patten, Ruth L. Williams,

Ava H. Christian, Lisa A. Hansen, Tracy D. Hawkins,

_____, the property owners of SEALS SUBDIVISION who being by me first duly sworn did say that they executed the foregoing instrument in behalf of SEALS SUBDIVISION.



Dianne B. Wittusen
Dianne B. Wittusen



State of Utah)
 ss:

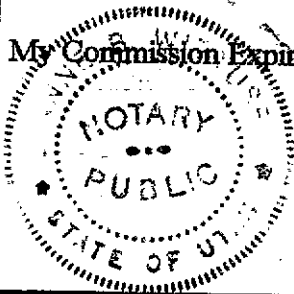
County of Utah)

On the 8th of September, 1995, personally appeared before me

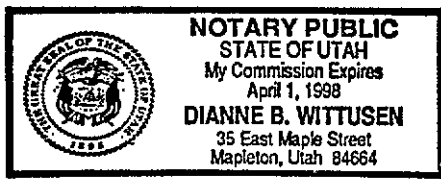
Dale W. Hair, Denise B. Fullmer, Eve A. Clay,

Michael J. Nelson, Linda K. Smith C-2,

_____, the property owners of SEALS SUBDIVISION who being by me first duly sworn did say that they executed the foregoing instrument in behalf of SEALS SUBDIVISION.



Dianne B. Wittusen
Dianne B. Wittusen



Keri S. Allen
Corey/L. or Keri S. Allen, Lot 7, Plat C

State of Utah)
 ss:
County of Utah)

On the 5th of September, 1995, personally appeared before me Keri S. Allen, a property owner of SEALS SUBDIVISION who being by me first duly sworn did say that they executed the foregoing instrument in behalf of SEALS SUBDIVISION.

My Commission Expires: 3/27/97

Norma Brewer

