

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THE PRESERVE AT MAPLETON SUBDIVISION PLATS "F" and "G"

The undersigned, owner in fee of the following described real property, to wit: Lots 1 through 32, inclusive, The Preserve at Mapleton Subdivision, Plats "F and G" as described in Exhibit "A" attached hereto (the Lots"), does hereby make the following declarations as to limitations, restrictions and uses to which the Lots and/or tracts constituting any addition, may be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners, this Declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants as set forth in this Declaration in their entirety shall apply to all property listed in the above described property and also described in the attached Exhibit "A."

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

At any time, before July 1, 2008, the undersigned owner shall have the right to bring within the scheme of this Declaration, additional properties located in general proximity to the above described property. Such additions as authorized above, shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may reflect the different character, if any, of the added properties and may include general common areas otherwise provided for the benefit of or use by the Lot owners.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. Except for Lots, which may from time to time be designated "Open Space," by the Architecture and Landscape Committee, 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 (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. To the extent authorized by Mapleton City Building Code (the "Code"), a basement apartment may be included within the family dwelling upon obtaining prior written approval from the

Architecture and Landscape Committee. A separate additional private garage may be erected or placed adjacent to the family dwelling only after obtaining prior written approval from the Architectural and Landscape Committee. Exterior of dwelling and garage to be constructed of stone, stucco or brick, unless otherwise approved in writing by the Architectural and Landscape Committee. Any asphalt or fiberglass shingles shall be of architectural grade or better. All cooling systems shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions. Each finished dwelling of rambler style must have a minimum square footage of 2200 square feet of living area. Two story styles must have a minimum of 3200 square feet of living area. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee. Housing construction costs must be a minimum of \$350,000.00, excluding Lot, loan costs, and closing costs, in an attempt to more effectively enforce square footage.

2. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architecture and Landscape Committee.

3. Building location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines as required by Mapleton City.

4. No building material of any kind or character shall be placed or stored upon any Lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Except on Lots which from time to time may be designated by the Architectural and Landscaping Committee as "Open Space," or as otherwise provided for in this paragraph, the keeping of animals or fowls other than those ordinary family pets shall be prohibited. Notwithstanding the foregoing, no more than 2 horses per Lot may be kept and maintained on the rear or back portion of a Lot and each Lot owner shall obtain prior written approval from the Architectural and Landscaping Committee as to the proposed layout and construction of any fencing, corals, barn or stables associated with the keeping of such horse or horses. As contemplated herein, "ordinary" family pets shall be limited to cats, dogs, caged birds, or other pets as specifically approved in

writing by the Architecture and Landscape Committee.

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

8. No signs, billboards, nor advertising structures may be erected or displayed on any Lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3' X 5' in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the Lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any Lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.

11. Temporary structures. No structure of a temporary character, trailer, tent, shack, garages, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the Lots shall conform in design and materials with the primary residential home on the Lot, unless otherwise approved in writing by the Architectural and Landscape Committee, and in accordance with the guidelines found in this Declaration. Any design and construction of such accessory structures requires prior written approval by the Architecture and Landscape Committee.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be over 6 feet in height or include any sight obscuring fences unless approved in writing by the Architecture and Landscaping Committee. All fences must be approved in writing by the Architecture and Landscape Committee before installation.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than 24 hours. No commercial type vehicles shall be parked or stored on any Lot, or adjacent street for more than 24 hours except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, recreational type vehicles, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored

in a fully enclosed garage area and may not remain on adjacent streets for more than 24 hours. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.

15. Maintenance. Every Lot, including the improvements thereon, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. All Lots will incorporate the following items as part of their landscape and home design and such items must be approved in writing by the Architecture and Landscape Committee prior to installation:

- a. Drainage plan. This will include contractor's acknowledgment and provisions on how each Lot owner will retain any and all surface drainage water during construction and occupancy.
- b. Carriage light behind sidewalk on front entrance to drive approach.
- c. Any asphalt or fiberglass shingles shall be of architectural grade or better.
- d. Dehydration cooling system shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions.

17. All landscaping, must be completed within the first growing season after the date an occupancy permit is granted to each individual Lot owner. The "growing season" will be considered to commence on April 1, and run through October 31. If an occupancy permit is issued during the growing season, compliance with the above restriction is required by the end of the then current growing season, unless such permit is issued after September 1 of that growing season. Prior to the commencement of such landscaping, the Lot owner must submit to and obtain the Architectural and Landscape Committee's written approval of all proposed landscaping plans showing in sufficient detail, the proposed landscaping to be completed. Such landscaping shall require at least 2 inch caliper trees and 5 gallon bushes or shrubs. The Architectural and Landscape Committee reserves the right to insure compliance with the approved landscaping plan.

ENFORCEMENT OF DECLARATION

In order to insure compliance with the provisions of paragraph 16 and 17 herein, each Lot owner shall deposit \$2,000.00 to be escrowed at each lot closing. Upon completion of landscaping, and installation of carriage lights, as outlined in paragraphs 16 and 17, the \$2,000.00 of escrowed monies will be refunded to Lot owner. If Lot owner fails to complete the landscaping as outlined above, or otherwise comply with the covenants and restrictions as more fully set forth in this Declaration, the Architectural and Landscape Committee retains the right to do the following:

First. Notify lot owner of any non-compliance, with a request to correct the same within 24 hours.

Second. After Lot owner has been notified to correct any non-compliance, and has failed to do so, then the Architectural and Landscape Committee reserves the right to hire someone to clean up, contain or correct the same. Such remedial expenses will be deducted from the \$2,000.00 escrowed monies. In addition to the foregoing, the Architectural and Landscape Committee reserves the right to pursue other remedies as necessary to insure compliance with these covenants. The failure or delay to pursue any of the foregoing actions shall in no way be construed as a waiver of each individual Lot owner's obligation and duty to comply with this Declaration.

NEW BUILDING CONSTRUCTION OR RENOVATION PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS – Prior to any construction or renovation, each Lot owner shall arrange for a set of **preliminary drawings** to be submitted for written approval and acceptance by the Architectural and Landscape Committee. Absence such approval and acceptance, no construction or renovation shall be allowed or commenced upon a Lot.

All preliminary drawings shall include as a minimum the following:

1. Plot plan to scale of **entire** site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of **all** sides of the house.
4. Specifications of all **outside** materials to be used on the exterior of the residence.

WORKING DRAWINGS – Prior to **any** construction or renovation, each Lot owner shall arrange for a set of **working drawings** to be submitted for written approval and acceptance by the Architectural and Landscape Committee. Absence such approval and acceptance, no construction or renovation shall be allowed or commenced upon a Lot.

All working drawings shall include as a minimum the following:

1. Plot plans to scale showing the entire site, building, garages, out buildings or structures, walks, **drives**, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those

- at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
 3. Detailed elevations, indicating all materials and showing existing and finished grades.
 4. Detailed sections, cross and longitudinal.
 5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
 6. Specifications shall give complete descriptions of materials to be used with notations of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL AND LANDSCAPE COMMITTEE

Except for the initial Architectural and Landscape Committee which consists of the undersigned owner/developer of record and their assigns, the Architectural and Landscape Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to such committee. In the event of death or resignation of any of the members, the surviving members of such committee shall have full authority to appoint another person to fill the said vacancy. In the event of a vacancy, and if the remaining committee members are unable to agree on a replacement member, then each Lot owner shall vote for the appointment of the replacement member, to be appointed upon majority vote. For purposes of such voting, each Lot owner shall be entitled to one vote. Except for the undersigned owner/developer, all members of the committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the committee shall declare a vacancy. At such time that all Lots are sold, the owner/developer will appoint three Lot owners to stand as the Architectural and Landscape Committee.

It is understood that the Architectural and Landscape Committee members shall serve voluntarily and without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in capacity of the Committee, or for the judgments that they may render during the course of their service. In the event any Lot owner commences a legal proceeding against the Committee or otherwise seeks to invalidate any of these provisions, or in the event the Committee is required to bring a legal action to enforce these provisions against a Lot owner, the prevailing party shall be

entitled to a reasonable attorney's fee.

ARCHITECTURAL AND LANDSCAPE COMMITTEE PROCEDURE

The initial Architectural and Landscape Committee, which consists of the undersigned owner/developer, may act in his individual capacity as the initial Architectural and Landscape Committee until such time as additional or replacement Committee members are appointed as contemplated herein. After such additional members are appointed, any two members in agreement shall constitute the Architectural and Landscape Committee to act on Committee business, and these two shall affix their signature to any plans or correspondence describing that upon which they have taken action. On occasion when a member of the Committee shall be in opposition, a majority of two shall govern, except the initial Committee which requires the signature and action of only the initial owner/developer. The Committee can accept or reject:

1. Preliminary Drawings (as set forth herein).
2. Working Drawings (as set forth herein).
3. Landscaping plans and design for the residence (as set forth herein).
4. Proposed plans, layouts and structures for keeping horses (as set forth herein).
5. Planning problems or complaints by Lot owners.

The above referenced plans shall be delivered to the Committee, which shall accept or reject them within ten (10) business days, and so notify the owner in writing. It is the Lot owner's responsibility to insure verification of delivery to the Committee for purposes of determining any response deadline provided herein. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans. Finally, the Committee has the authority to judge buildings, materials, fences, landscaping, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to aesthetics, reasonable protection of views, permanence of materials, etc. All decisions of the Committee shall be final.

COVENANT FOR MAINTENANCE ASSESSMENT

The undersigned owner hereby covenants, and each future owner of any Lot by acceptance of the deed therefore, or whether or not it shall be so expressed in acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Architectural and Landscape Committee annual maintenance assessments and special assessments for capital improvements. Any unpaid annual maintenance and special assessments, together

with interest thereon (10% per annum) and costs of collection thereof (including attorney's fees), shall be a continuing lien upon the respective Lot. Each such assessment, together with interest thereon (10% per annum), and costs of collection (including attorney's fees), shall also be a personal obligation of the person who is the owner of such Lot at the time the assessment fell due. The assessments levied by the Architectural and Landscape Committee shall be used exclusively for the purpose of enforcing these provisions and promoting the recreation, enjoyment, and welfare of the Lot owners and/or recreational facilities which may from time to time be provided for the use and enjoyment of the Lot owners. Any annual maintenance or special assessment shall be fixed by the Architectural and Landscape Committee and shall be due and payable on the date fixed by the Architectural and Landscape Committee.

GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the Lot owners in the said tract.

ENFORCEMENT

In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the costs including attorney's fees of such enforcement shall be borne by the Lot owners proportionately to the acreage of each Lot in the subdivision. It being also understood and agreed by all of the signatories hereto, that if such aforementioned signatories violate the provisions of these covenants, they agree to pay the reasonable costs and attorney's fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the Lot where the violation has occurred.

SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, THE PRESERVE AT MAPLETON Subdivision Plats "F" and "G" Owner/Developer has executed the instrument this 13 day of March, 2007.

THE PRESERVE AT MAPLETON Subdivision Plats "F" and "G"

By Jack E. Perry
Owner/Developer

STATE OF UTAH

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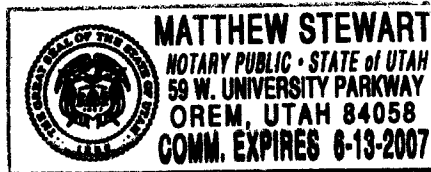
County of Utah

On the ¹³ day of March, 2007, personally appeared before me Jack E Perry, who being by me duly sworn did say they executed the within instrument.

Matthew Stewart
NOTARY PUBLIC

My Commission Expires:

Residing In:



ATTACHED EXHIBIT "A"

LEGAL DESCRIPTION:

Lots 11-32 (inclusive), Plat "F", The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

Lots 1-22 (inclusive), Plat "G", The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.