

519042

AGREEMENT FOR PROTECTIVE COVENANTS

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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. 3, PLAT A; PLAT B; PLAT C; PLAT D

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.

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2. ARCHITECTURAL CONTROL

No building or structure shall be erected, placed, or altered on any lot in Maple Hills Subdivision No. 3 until the construction plans thereof, specifications and the plot plan showing the locations of such structures have been approved in writing by the Community Development Committee. Such approval will concern itself with the acceptability and harmony of external design of the proposed structure to the locale and as to the location of the proposed structure with respect to topography and grade, quality of materials, size, height, color, etc. No structure shall be built upon any lot with a height exceeding two stories above the existing ground elevations unless approved by the Community Development Committee. 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

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on earth-toned colors, shall be permitted. Wood shingles, with fire retardent underlayment, shall be required on the exterior roofs of all structures. Masonry (brick and stone) exterior are strongly encouraged. Exterior television antennae is prohibited. Exposed metal flues, vents, ventilators or other metallic rooftop protruberances shall be coated or painted with a neutral color which will blend harmoniously with the wood shingles. 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 within Maple Hills Subdivision No. 3, 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 committee members shall be for the term of one (1) year or until a successor is duly elected and qualified. After initial appointment, committee members 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 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. Interpretation of the architectural covenants which affect the external appearance of the residence or the lot shall be the prerogative of the Community Development Committee.

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 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. CONSTRUCTION TIME

It is understood that a lot owner is not required to build any structure. The building time for the exterior portion of any structure shall not exceed 18 months from start to finish. All debris, excavation dirt, etc. associated with the building process shall be removed within the above specified building time. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks of said subdivision.

7. 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.

The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home is prohibited.

All recreational vehicles, including boats, trailers, boat racks, snowmobiles, etc. 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 over-night on the property above described only if housed in a garage or screened from the street behind the set-back line of the residence.

The use or operation of snowmobiles on the streets of the property above described is not permitted.

The use of motorcycles and other recreational vehicles which may produce audible annoyance to the community shall be limited to ingress and egress into the community and shall proclude recreational riding.

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

8. APPEARANCE, SANITATION, AND FIRE HAZARD CONTROL

Each owner shall be required to reasonably, necessarily, and adequately maintain his property to keep it in a reasonable state of appearance and preservation. No lots shall have accumulated thereon any rubbish, trash, or unsightly debris. The burning of rubbish, leaves, or trash on the above described property is strictly prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No electrical power lines, telephone cable, or other auxiliary service lines shall be exposed. All utility lines shall be underground.

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.

No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall junk, unlicensed cars or other unsightly items ever be maintained or stored on any lots.

9. FENCES AND SCREENS

No fence or screen shall be erected without the prior written consent of the Community Development Committee. No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections.

10. ECOLOGICAL CONSIDERATIONS

Only such foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation, and for laws 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 after appropriate review. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control.

11. OUT BUILDINGS

It is understood that out buildings, such as swimming pool dressing facilities, tennis court dressing facilities, etc. may be constructed on the property so long as they are in conformity with a harmonious development of the property and receive approval of the Community Development Committee. No such out building shall at any time be used for human habitation, temporarily or permanently.

IN WITNESS WHEREOF, Maple Hills of Bountiful, a Utah Corporation, has caused this Agreement for Protective Covenants to be signed by its President and its Corporate Seal affixed, duly attested by its Secretary, this 22 day of December, 1978.

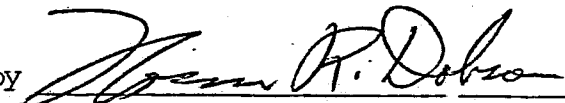
MAPLE HILLS OF BOUNTIFUL,
a Utah Corporation

(Seal)

ATTEST:



Stephen M. Studdert, Secretary

by 

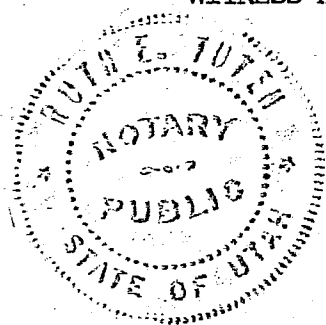
Norman R. Dobson, President

State of Utah)
) ss.
County of Davis)

On the 22nd day of December, 1978, before me, the undersigned, a

Notary Public in and for the State of Utah, personally appeared NORMAN R. DOBSON and STEPHEN M. STUDDERT, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Maple Hills of Bountiful, a Utah Corporation, and the above instrument was signed in behalf of said corporation by resolution of its board of directors; and said NORMAN R. DOBSON and STEPHEN M. STUDDERT acknowledge to me that they executed the same in behalf of said corporation.

WITNESS my hand and official seal.



Ruth E. Tutten
Notary Public

Residing at Bountiful, Utah 84010
My commission expires 7/5/82