

CAC
R.O.

DECLARATION OF PROTECTIVE
COVENANTS FOR
Maple Pointe North SUBDIVISION

ENT 993 BK 4485 PG 29
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jan 06 1:33 pm FEE 16.00 BY JU
RECORDED FOR CENTURY TITLE

KNOW ALL MEN BY THESE PRESENTS:

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

All lots 1 through 12 in Plat "A" of Maple Pointe North Subdivision.

In consideration of the premises and as part of the general plan for improvement of the property comprising Maple Pointe North Subdivision, I do hereby declare the property and covenants herein recited.

**PART A
RESIDENTIAL COVENANTS**

1. Planned Uses and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, place or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height and a private garage for not more than four vehicles and not less than two vehicles.

2. Architectural Control

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure upon the lot have been approved by Maple Pointe North 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. All homes will be required to have at least 50% brick or stone veneer. The approval or disapproval of any home must be given by letter from Maple Pointe North Subdivision Architectural Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in part B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of 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 or the structure to total a minimum of 2000 square feet for two-story structures, exclusive of basement, garage, and open porches.

4. Building Location

- a. No building shall be located on any lot nearer to the front lot line than 30 feet.
- b. No building shall be located nearer than 10 feet to an interior lot line.
- c. For the purposed of this covenant, eaves, steps, and open porches shall not be considered as 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 carried on upon 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 Maple Pointe North Subdivision Architectural Control Committee will be permitted, unless in enclosed built or designed for such purposes. Automobiles, trailers, boats, or other vehicles are not to be stored on the street at any time.

7. Temporary 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.

8. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and 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 materials 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 that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control.

Domestic and farm animals, excluding pigs, may be maintained by the property owners, provided, however, that there shall not be maintained on the property domestic and farm animals exceeding the current ordinance of the City of Mapleton, Utah. One animal unit per 20,000 square feet of land shall be allowed. An animal unit shall be one or a proportionate combination of the following: 1) Two cows, two horses or similar large animal, excluding pigs 2) Eight adult sheep or feeder lambs 3) Four goats 4) Thirty-six chickens, pigeons, or similar small fowl 5) Thirty-six rabbits or similar small animals, excluding mink. For the purpose of determining compliance, said definition shall not include the unweaned offspring of any residing animal which is less than six months in age. The location of all structures housing animals shall comply with the City of Mapleton's required set backs. Normal household pets may be maintained by the property owners.

If the opinion of Maple Pointe North Subdivision Architectural Control Committee, any

of the forenamed animals or pets become an annoyance, nuisance, or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animal or pets permitted. The committee may also required a reduction in the number of animal or pets permitted. The committee may also required the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

10. Landscaping

Trees, lawns, shrubs, or other planting 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 Maple Pointe North Subdivision Architectural Control Committee.

11. Irrigation Water

Irrigation water is not provided or included in purchase or ownership of any of the lots in Maple Pointe North Subdivision.

PART B

Maple Pointe North SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

1. Membership

Maple Pointe North Subdivision Architectural Control Committee is comprised of Rick W. Anderson and Donald C. Bleggi. In the event of death or resignation of any member of the committee, the remaining members will have full authority to designate a successor. Neither the member or the committed nor their designated representative shall be entitled to compensation for service performed to his covenant. Following the sale of five lots in Maple Pointe North Subdivision, two of the purchasers will be selected to serve on the Maple Pointe North Subdivision Architectural Control Committee.

2. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve within 30 days after plans and specifications have been submitted to it, or in the event there is not suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

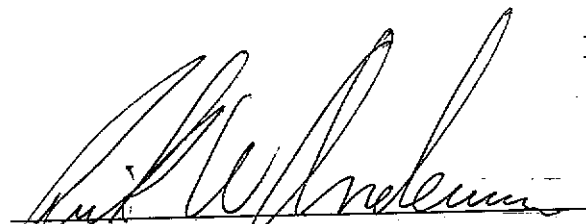
2. Enforcement


Enforcement shall be by proceeding at law in equity against every person or persons violating or attempting to violate any covenants by either restraint of violation or a recovery or damages.

3. Severability

Invalidation of any 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.

Maple Pointe North Subdivision


Rick W. Anderson



Donald Bleggi

State of Utah)

ss:

County of Utah)

On the 5 day of January, 1998, personally appeared before me Rick W. Anderson and Donald Bleggi, the owners of Maple Pointe North SUBDIVISION who being by me first duly sworn did say that they executed the foregoing instrument in behalf of Maple Pointe North SUBDIVISION.


Notary Public

My Commission Expires 6-11-98

Residing 201 E. Center, Provo, ut 84606

