

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, Craig R. Peay and Thomas Carter, owners of the following property situated in Utah County state of Utah to wit;

APPLYING TO:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, and 24, Plat "A", Fox Hollow Estates, a Residential Subdivision, Mapleton, Utah, according to the official records thereof on file in the office of the Recorder, Utah County, Utah.

1. LAND USE AND BUILDING TYPE: 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 a single detached single-family dwelling not to exceed two stories in height, and private garages for not less than two average vehicles. Covered patios and freeway breezeways are allowed, carports are not allowed.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until construction plans, specifications and a plan showing the location of the structure have been approved, by the Architectural Control Committee, as to quality of construction and materials, harmony of exterior design with existing structures and as to appropriate grade elevations of the structure with respect to finish grade elevations at lot corners and driveway. Approval shall be provided as in parts 15 and 16.

3. DWELLING QUALITY AND SIZE: No dwelling shall be permitted on any lot unless minimum standards for size and quality are met. The area of the main structure, including garages, porches and steps will not be less than 3000 ft. for a split level dwelling, nor less than 3000 ft. for a one story dwelling, nor less than 3000 ft. for a two-story dwelling. Other styles of dwellings not described above must have a minimum space and cost equivalent to those described above.

4. EXTERIOR MATERIALS: the exterior walls will be made of such materials as brick, rock, stucco and siding. A minimum of 25% of the exterior wall surface will be made of brick, rock or compatible masonry. No dwellings will be built with walls made entirely of stucco, unless an exception to the masonry rule is granted. An exception or partial exception to the 25% masonry rule may be granted if the overall design of the dwelling is of enough higher quality in the sole opinion of the Architectural Control Committee to justify it. The dwelling exterior will be pleasing in appearance and design.

5. BUILDING SETBACKS, DRAINAGE, FENCING AND HEDGES: building setbacks, drainage, fencing and hedges will comply with Mapleton City Ordinances in effect at time of said construction, except that chain-link fencing will not be allowed as yard fencing. Fencing that provides a visual break, such as cedar or masonry, will be installed in rear yards within 18 months of the completion of any dwelling, also, landscaping will be completed within 18 months of construction startup.

6. GARAGE AND REFUSE DISPOSAL. No lot or street shall be used as a dumping ground for debris, yard trimmings or trash. Any person guilty of said acts will be responsible for paying the cost of removal.

Trash, garbage or other waste shall not be kept except temporarily in appropriate containers. Nor shall any owner degrade or cause unsightly appearance of a roadway or any easement of which other property owners have the use of.

7. TEMPORARY STRUCTURES, SIGNS, SIGNAL INTERFERENCE: No structure of temporary character, such as a trailer, motorhome, camper, basement tent, shack, garage or other outbuilding, shall be used on any lot as a residence either temporarily or permanently. Signs will comply with Mapleton City Ordinance in effect at the time. The creation of a radio or television signal interference is prohibited.

8. PARKING AND STORAGE: No inoperative automobile or parts of automobiles shall be placed in view from the street or remain outside on any lot or adjacent street for more than seven days. No commercial type vehicles or trucks over 12,000 GVW shall be parked or stored in front yard setback of any lot, within the side yard building setback, on the street of a corner lot, or on the street except while engaged in the transportation or construction. No mobile homes, trucks over 1 ton capacity, buses, tractors or commercial equipment of any kind shall be parked or stored within the front street or corner street of any dwelling. Sufficient side yard has been provided on most lots to permit ingress, egress and storage for trailers, motor homes, campers and boats on the side and rear yard of lots. Parking these types of vehicles in front yards or corner-street detracts from the appearance of the neighborhood. Facilities or hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No swamp coolers shall be in the view from the front Street.

9. LIVESTOCK: No animal livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and other normal household pets may be kept, provided that they are not raised, bred for any commercial purpose.

10. DRILLING AND MINING: No derrick or other structure designed for use in boring, mining or quarrying, for water, oil, natural gas or precious minerals shall be erected, maintained or permitted on any lot in said subdivision.

11. OFFENSIVE ACTIVITIES: No noxious or offensive trade or activity shall be carried out on any lot, nor shall anything that be done thereon which may be or become an annoyance or nuisance to the neighborhood. Nor shall any loud or noxious activities commence prior to 7:30 AM. This is to include construction activities.

12. NOISE INTRUSION: No loud audio annoyances or disturbances shall be permitted on any lot in said subdivision. Specifically prohibited are the prolonged, repeated or excessive loud sounds from: running or testing of engines and motors, malfunctioning household machinery, excessively loud musical instruments, production or amplification of loud sound, music or other intrusive electronic sounds and prolonged howling or barking dogs.

13. MAINTENANCE: Every lot shall be landscaped. All improvements to said lot, shall be kept in good repair and maintained by the owner thereof in a clean, attractive condition. Prolonged absence of landscaping one year from occupancy, after a dwelling is completed, will be considered a violation of these covenants.

14. ARCHITECTURAL HARMONY: To preserve the architectural harmony of the development, exterior colors of the dwellings shall be pleasing colors. No bright reds, oranges, purples, lavenders, bright greens, pinks or other unusual colors will be allowed. Any color scheme other than earth tones or normal colors within the area must be submitted to the Architectural Control Committee for its approval.

15. LEASING OF PREMISES: Any structure within the subdivision is solely for the use as a single-family residence. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students of hire, nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single-family residence.

16. COMMITTEE MEMBERSHIP: The committee shall consist of three members. The original committee will be composed of Craig R Peay and Andree Peay, with a person having an interest in the subdivision to be appointed as soon as possible. A concurrence of the majority of the committee shall be necessary for any approvals to be granted. The committee's designated address will be 585 E. 300 S., Provo, UT, 84606. A majority of the committee may designate a member of the committee to act for it. In the event of a death or resignation of any member of the committee, the remaining members have full authority to name a replacement. None of the members of this committee, nor shall the designated representative be entitled to any compensation for services rendered pursuant to this covenant, and will be giving their time as a public service to the community. At any time during the term of these restrictive covenants, the then recorded owners of the majority of the lots, referring to the lots in the entire Maple Breeze Subdivision, with each lot being considered as one vote, shall have the power through a duly recorded written instrument to change the membership of the committee, withdraw from the committee or add to it any powers or duties. Any of the existing committee, living outside of the Maple Breeze Subdivision, will be replaced by owners, living within the subdivision, not later than one year after the last lot is sold by the developer or the authority of the committee will expire.

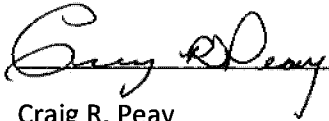
17. PROCEDURE: The committee's approval, as required in these covenants, shall be in writing, upon one set of plans and specifications, which shall be returned to the owner. Another set of plans and specifications will remain with the committee until the final inspection, after the dwelling has been completed. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, and if no suit to enjoin the construction commences prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. TERM: These covenants are to run with the land and shall be binding on all owners and on all persons claiming under them, for a period of 30 years from the date the covenants are recorded, and after which time said covenant shall automatically be extended for successive periods of 10 years each, unless an instrument has been signed and recorded by a majority of the then owner of the lots, in the entire Maple Breeze Subdivision, agreeing to change said covenants in whole or in a part. Each lot is to be considered one vote.


19. ENFORCEMENT: If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate the covenants herein, it shall be liable lawful for any other person or persons, owning any real property situated in the Maple Breeze Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants herein, either to prevent him, her or them from doing, or to recover damages or a cost for such violations

20. SEVERABILITY: Invalidation and of any of these covenants by judgment or court order shall in no way eyes effect any of the other provisions, we shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned hereby execute and acknowledge the foregoing this 31 day of October, 2019.



Craig R. Peay



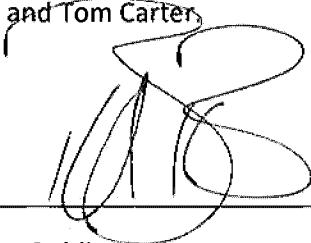
Tom Carter

State of Utah)

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County of Utah)

The foregoing instrument was acknowledged before me this 15 day of ^{November}~~October~~, 2019, by Craig R. Peay and Tom Carter, _{BB}



Notary Public

