

392830

AGREEMENT FOR PROTECTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

Maple Valley #1

WHEREAS TMP & Associates, Inc., a Utah Corporation, is the owner and possessor of the following described land:

Part of the NW 1/4 of Section 33, T. 2 N., R. 1 E., S.L.B. and M. described as follows: Beginning at the NW corner of said Section 33 and running thence S 89°52'50" E 661.74 ft. along the North line of said Section 33; thence Southeasterly along a 787.26 foot radius curve to the right 258.15 ft.; thence S 52°45' E 481.36 ft.; thence S 37°15' W 80.00 ft.; thence S 22°15' W 193.47 ft.; thence S 05°45' E 116.80 ft.; thence S 11°38'11" W 129.25 ft.; thence S 25°00" W 60.00 ft.; thence S 33°36'49" W 62.25 ft.; thence S 38°00' W 322.26 ft.; thence S 12° 18' 58" W 105.83 ft.; thence Westerly along a 395.50 foot radius curve to the left 85.59 ft. to a P.T.; thence S 89°55'00" W 52.00 ft.; thence S 00°05'00" E 3.0 ft.; thence S 89°55'00" W 717.81 ft.; thence N 00° 01'20" W 27.00 ft.; thence N 89°55'00" E 287.74 ft.; thence N 00°05'00" W 322.62 ft.; thence N 47°30'00" E 50.86 ft.; thence N 42°30'00" W 123.78 ft.; thence Westerly along a 25.00 foot radius curve to the left 39.27 ft. to a P.R.C. (Radial bearing N 42°30'00" W); thence Southwesterly along a 237.00 foot radius curve to the right 175.45 ft. to a P.T.; thence S 89°55'00" W 46.20 ft. to the West line of said Section 33; thence N 00°01'20" W along said West line 942.10 ft. to the point of beginning. Containing 30.13 acres more or less.

Maple Valley #1

AND WHEREAS said owners are desirous of protecting the above described property by restrictive covenants.

NOW THEREFORE it is the desire of said corporation and intent thereof, that the said property shall be conveyed subject to the restrictive covenants set forth below in order to enhance a more uniform development of the lots therein 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 Architectural Control committee referred to hereafter. The use of carports, in addition to or instead of garages, must have the specific prior approval of the Architectural Control committee.

2. ARCHITECTURAL CONTROL.

No building or structure shall be erected or altered on any lot in the above described real property until the construction plans and specifications and a plot plan showing the location of the proposed structure

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have been approved by the architectural control committee as to size, quality, materials and harmony of design of the proposed structure to the local and as to the location of the proposed structure with respect to topography and grade.

3. ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee shall be composed of the officers of TMP & Associates, Inc., or owners of lots of the property subdivided in the real property described above, not to exceed three (3) in number who shall be appointed by the officers of TMP & Associates, Inc. When comprised of owners of lots the terms of the committeemen shall be for the term of one (1) year or until a successor is duly elected and qualified. Committeemen 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.

4. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE

The Architectural Control Committees' approval or disapproval as required in these covenants shall be in writing. Plans and specifications 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 duly complied with. The Architectural Control 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 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 a good quality of workmanship and materials. The main floor area of the primary structure shall be not less than thirteen hundred square feet (1,300 sq. ft.) exclusive of open porches and garages.

6. NUISANCES.

No noxious or offensive trade or activity shall be carried on on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in the property above described except such dogs, cats or birds as are kept as household pets.

7. APPEARANCE AND SANITATION.

No lots shall have accumulated thereon any rubbish or trash or unsightly debris. Upon failure or neglect of any owner to remove such materials or weeds from his property within 10 days of having written notice to remove mailed to him by the Architectural Control Committee, the Committee may remove the same and the owner shall be required to pay the reasonable expenses of such removal.

8. AMENDMENTS.

These covenants may be amended upon written approval of at least seventy-five percent (75%) of the owners of lots within the protected area upon the basis that the owner is entitled to one vote for each lot owned in said protected area.

9. TERMS.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of twenty (20) year from the date these covenants are recorded.

10. ENFORCEMENT.

Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

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11. INVALIDATION.

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

DATED March 25, 1974

TMP & ASSOCIATES, INC.

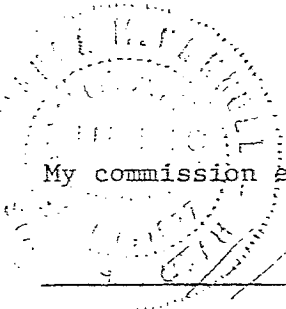
By [Signature]
President

ATTEST: [Signature]
Secretary

STATE OF UTAH)
) SS
County of Davis)

On the 25 day of March, A.D., 1974,
before me personally appeared Theodore M. Peterson, who, being by me duly sworn, did say that he is the President of TMP & Associates, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Theodore M. Peterson acknowledged to me that said corporation executed the same.

[Signature]
Notary Public



My commission expires:

12/31/77

(Seal)