

RESTRICTIVE COVENANTS

SQUARE FOOTAGE REQUIREMENTS:

Rambler: 2200 Sq. Ft. Main Floor
Two Car Garage
Two Story: 2000 Sq. Ft. Main Floor
1000 Sq. Foot Upper Floor
Two Car Garage

ENT 50531:2000 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Jun 27 4:51 pm FEE 25.00 BY JW
RECORDED FOR STRONG, JEANNE

CONSTRUCTION COSTS: \$250,000.00

EXTERIOR OF HOME: Brick, Stone, or Stucco. Architectural Shingles or Better.

CONDITIONS and RESTRICTIONS covering HORIZON HEIGHTS SUBDIVISION PLAT B, recorded as entry No. 31735:2000 in Map #8518, in the Utah County Recorder's Office.

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.
2. **TERM OF RESTRICTIONS.** Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the first day of January, 2001, upon which date these same covenants shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with the same; provided, however, that at any time after January 1, 2011, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property.
3. **GENERAL PROVISIONS.** HORIZON HEIGHTS is a residential community in a rural residential setting; with single dwelling houses and outbuildings relating to the setting, approved by the Architectural Supervising Committee and according to the applicable zoning ordinance of Mapleton City in effect at the adoption of these restrictive covenants as the purpose to be served by this agreement. No property owner shall use the property in any way that shall violate this primary objective, nor shall any property owner construct or have constructed any building with such radical architecture as to violate or impair this objective. There shall be no underground homes nor mobile homes (except during the construction period of a permanent structure in accordance with the city ordinances for a temporary period not to exceed one year). Each home

shall have a water pump on their water line. The Architectural Supervising Committee shall have the responsibility of enforcing the covenants and shall have the authority to determine compliance or violation of these provisions within these guidelines.

4. **BUILDING LOCATION.** The minimum distance from the dwelling to the side lot line may not be less than 20 feet. Barns and outbuildings may not be closer than 20 feet to any lot line. Setback of the front dwelling must be at least 50 feet. Variations may be permitted by authority of the Architectural Supervising Committee, in those instances where good and sufficient engineering or other similar reason exist on a particular lot.

5. **DILIGENCE IN BUILDING.** When the erection of any residence or other structure has once begun, work thereon must be prosecuted diligently and it must be completed within 18 months of time. Residency will not be permitted in uncompleted structures.

6. **EXCAVATING.** No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or other structure thereon. No structure constructed for use on any other property shall be moved onto any lot within this subdivision without prior approval of the Architectural Supervising Committee.

7. **RUBBISH CONTROL.** No rubbish shall be stored or allowed to accumulate on a lot. The definition of rubbish shall be determined by the Architectural Supervising Committee.

8. **ONLY DOMESTIC ANIMALS.** Shall be permitted, specifically five horses and/or beef cattle and house pets limited to two dogs and/or cats. No exotic animals will be allowed. Animals shall be kept strictly according to the applicable Mapleton City ordinance in effect at the time, with specific emphasis upon the requirements to keep farm animals a sufficient distance from any dwelling used for human habitation on an adjacent property.

It shall be the responsibility of each property owner to fence and maintain their own property in such a way as to confine their own animals and it shall not be the responsibility of other property owners to fence animals out from their property.

9. No dwelling 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 3000 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 \$250,000 excluding Lot, loan costs, and closing costs, in an attempt to more effectively enforce square footage.

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 Architectural and Landscape Committee.

10. **SIGNS.** No signs shall be displayed on any of said lots except as follows: The name or profession of any professional man may be displayed on any dwelling house or a sign not exceeding 200 square inches in size, which sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling house is for sale or to let or to lease. The Architectural Supervising Committee shall have the authority to allow notifications of these provisions in specific instances where they would cause undue hardship.

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. **LANDSCAPING.** Landscaping of the front and side of the yard must be completed within 12 months of completing the exterior of the dwelling. Landscaping must be maintained to the satisfaction of the Architectural Supervising Committee.

13. **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.

14. **PARKING AND STORAGE.** No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than 24 hours without approval of Committee. One boat, or trailer, or motor home may be parked with the approval of the Architecture and Landscape Committee. 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. The storage or accumulation of junk, trash, or commercial materials is prohibited.

15. **VIOLATION 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 property 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, and are proven at fault; 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.

16. 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.

17. INVALIDITY. It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

18. MAKEUP OF ARCHITECTURAL SUPERVISING COMMITTEE AND MANNER OF VOTING. The Architectural Supervising Committee shall consist of representatives of those persons, corporations, trust and/or other entities owning lots and shall initially consist of up to 5 members. In voting for members of the Architectural Supervising Committee, each lot owner of record shall be entitled to two votes for each two acre lot owned by him or her. For example, if a husband or wife were the record owners of one lot, they would have two votes; that is, one for him and one for her. The membership of the Architectural Supervising Committee may be increased or decreased from time to time. However, no reduction in the number of said committee members shall be made for the purpose of terminating the membership of a particular member of such committee prior to the expiration of his or her regular term. The term of office for all committee members is for a period of two years or until their successor is elected and qualified. A voting majority will be required to approve exceptions to herein stated covenants.

19. The Architectural Supervising Committee shall have the authority to enforce under Paragraph No. 11 above, all valid Mapleton City ordinances in force and effect that would be applicable and appropriate in a subdivision of two acre lots if said ordinance is designed by its nature to further the intents and purposes of the spirit and intent of the provisions set forth in these covenants.

Dated this 27 day of June, 2000.

Attest:

Dean S. Allan
DEAN S. ALLAN, SECRETARY

HORIZON HEIGHTS DEVELOPMENT PLAT B

By Jeanne Strong
JEANNE STRONG, PRESIDENT

STATE OF UTAH)

: ss

COUNTY OF UTAH)

On the 27th of June 2000, personally appeared before me, Jeanne Strong, and Dean S. Allan who being duly sworn did say, each for himself/herself and the other, that Jeanne Strong, is the president, and Dean S. Allan is the secretary of Horizon Heights Development Plat B, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and Jeanne Strong and Dean S. Allan each duly acknowledged to me that the corporation executed the same.

Vicky A. Curtis
NOTARY PUBLIC

Residing at: Springville UT - My Commission Expires: 8/22/00

