

**DECLARATION OF PROTECTIVE COVENANTS OF  
WOLF HOLLOW HEIGHTS EAST PLAT B  
CITY OF SPANISH FORK  
UTAH COUNTY, UTAH**

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, M & A Development L.L.C. (hereinafter referred to as the "Company") is the owner of all of that certain Subdivision known as Wolf Hollow Heights East Plat B Utah County, Utah (hereinafter sometimes referred to as the "Subdivision"); and WHEREAS, the Company is desirous of maintaining said subdivision as a residential district of the highest standard in which each owner of a Site (as hereinafter defined) in said subdivision shall enjoy maximum livability and freedom with respect to the use of said Site, subject only to due regard for the equal rights of the owners of Site in said Subdivision;

NOW THEREFORE, in consideration of the premises, the Company, for itself, its successors and assigns, and for itself and its grantees, does hereby impose upon said lots, of said Subdivision, the following reservations, conditions, stipulations and protective covenants, established for the purpose of enhancing the value, desirability, and attractiveness of the property, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the owner at any time of any Site in said Subdivision and such owner's heirs, legal representatives, successors and/or assigns. It is the intent of these restrictions and covenants to create a development of custom style homes. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Prefabricated homes, preconstructed homes, modular homes, log homes, pre-built homes, all-aluminum homes, all-steel homes, and concrete homes shall not be built in the subdivision.

DEFINITION

As used in these protective covenants, the term "Building Site", (hereinafter referred to as the "Site") shall mean any lot shown on the recorded plat of Wolf Hollow Heights East Plat B.

The following conditions, stipulations and protective covenants are hereby imposed upon all sites in said Subdivision;

1. The zoning ordinances, rules and regulations of the City of Spanish Fork, Utah, are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements different from said zoning ordinances, rules and regulations, the most restrictive shall apply.
2. All sites in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any Site other than a private single family dwelling, together with a private garage and such outbuildings as are customarily appurtenant to such a dwelling. An "out-building" as the word is used herein is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.
3. An Owner or resident of a Lot may use a portion of a single-family house located on a Lot for home office use to conduct a trade or business if the house is primarily used for residential purposes and the trade or business activity: (a) is merely incidental to the residential use of the Lot; (b) consists of typical office uses only and is used only by residents of the house; (c) does not include any other commercial uses, including, without limitation, manufacturing, production, repairs, warehousing or boarding; (d) is not apparent or detectable by sight, sound or smell from the exterior of the house; (e) conforms to all zoning requirements for the Project and all other

applicable laws, ordinances, rules, and regulations; and (f) is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use, including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot as may be determined by the Architectural Control Committee, in its sole and absolute judgement and discretion.

4. No cows, pigs, horses, chickens, poultry, rabbits or other livestock shall be raised, grown, bred, maintained or cared for upon any Site other than as hereinafter provided; provided, however, that nothing herein contained shall prevent any owner of any Site from maintaining, keeping and caring for domestic household pets not for commercial purposes.

5. No building, fence, wall or other structure shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade evaluations of the Site to be built upon shall have been submitted to and approved by the Architectural Control committee hereinafter described and a copy thereof as finally approved lodged permanently with said Committee. Such Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee will have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the Site upon which is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

6. At any time that plans and specifications, grading plans and locations have been approved, then the construction of the same shall be carried out forthwith and completion effected within twelve months from the day construction is commenced, provided, however, that the time limit on completion of construction may be extended by the Architectural Control Committee if unusual circumstances or delay beyond the control of the grantee occur.

7. Any residence erected wholly or partially on any of the lots or on parts thereof, herein described, shall have a finished ground floor area of the main structure, exclusive of garage, basements, porches, or terraces, of at least 1,600 square feet on the main floor in the case of a one-story structure, (except those lots approved for Twin Homes whose ground floor area shall be at least 1,200 square feet on the main floor), and shall have all masonry exteriors, consisting of brick, stucco and/or stone and, in the case of structures of more than one-story at least 1,200 square feet on the main floor, and a minimum of 2,100 square feet in the aggregate, exclusive of garages, basements, porches, or terraces, and shall have no less than 70% brick, stucco or stone, with the rest being an approved siding. All homes with roof lines that use open gable ends on the main sections shall have not less than a 5/12 pitch and all homes with hip roof lines on the main sections shall have not less than a 7/12 pitch, or as approved by the Architectural Control Committee. All roofing material must be of either wood shake, tile, metal, plastic, slate, shingle or 25-year architectural grade shingle or equivalent. No rooftop, window or wall mount evaporative coolers will be allowed, unless approved by the Architectural Control Committee.

8. A garage shall be required, and shall be at least twenty (20) feet deep and twenty-five (25) feet wide and in any event contain a minimum of 500 square feet. Any garage shall be attached to and enclosed with garage doors and be a part of a single family dwelling including attachment by means of a breezeway erected or placed on any site. No car ports shall be allowed.

9. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will

repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right of way (including sidewalks) for any prolonged period of time.

10. No fence, wall, hedge, or dividing structure higher than 3 1/2 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All fences must be of the white vinyl variety and be approved in writing by the Architectural Control Committee before installation.

11. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

12. All front yard landscaping, and front yard carriage lights must be installed and operative within first growing season after such date that occupancy permit is granted to each individual dwelling. The growing season will be considered to commence on April 1st and run through October 31st. If a building permit is issued during the growing season, compliance with this restriction is required by the end of the current growing season, unless the permit is issued after August 1st of that growing season. Note: The Architectural Control Committee will determine compliance and provide examples of carriage lights. Also, landscaping shall be deemed to include grass, shrubbery, trees and underground sprinkling system capable of properly irrigating the front yard.

13. Upon each lot on which a home is constructed the owner shall install, at their expense and within 30 days of completion of said home, a mail box which must conform to Architectural Control Committee standards as to size, style and location.

14. No radio, short wave, television, or other type of antenna shall be installed on the exterior of any building.

15. No tanks, which extend above the ground shall be erected, placed or permitted upon any site.

16. Fruit trees and shade trees are encouraged. The following shade tree species may not be planted: Lombardy and Carolina poplars, American and Chinese elms, and cottonwoods. Any trees planted in the planter strip shall comply with the Spanish Fork City shade tree ordinance with a minimum spacing of 20 feet and a maximum spacing of 40 feet along the entire frontage of the lot. Placement of the trees and landscaping are to be approved by the Architectural Control Committee.

17. All clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

18. No temporary house, trailer, tent for dwelling purposes or other out building shall be placed or erected on any Site and no dwelling shall be occupied in any manner at any time prior to completion.

19. The construction or maintenance of billboards, "for rent" or "for sale" signs larger than six (6) square feet, poster boards or advertising structures of any kind, except those belonging to the company or its duly authorized agent, on any Site in said Subdivision is prohibited.

20. No tractors, trucks (except pickups), construction equipment, farming equipment, or other commercial vehicles and no campers, mobile homes, motor coaches, trailers, boats, horse trailers, or other similar recreational equipment shall be kept or maintained on any Site or on any street in the subdivision unless such equipment is

parked in garages or screened areas within owner's yard and concealed from view.

21. The Architectural Control Committee shall be composed of six members, selected by the Company. Initially, the six members shall be: Robert McGovern, Jessica McGovern, Eugene Jones, Richard Pratt, Corbin Carter, and David Lewis. Such members may be removed at any time by the Company, and in the event of such removal or the death, incapacity or resignation of any one of such six members, the Company shall have full authority to designate a successor who in like manner, may be removed at any time by the Company. The Company may designate a person to serve on the Committee during the temporary absence of any of the six members. The removal of members, the appointment of successors, members and designation of such temporary members of such Committee shall all be made by the Company by the execution, acknowledgement and recording of an appropriate instrument in writing for such purpose. The Committee shall charge a fee not exceeding \$25.00 for the review of each set of plans and specifications submitted. Such charges shall be paid by the person or persons submitting such plans and specifications for approval. A quorum at any meeting of such Committee shall consist of at least three of the members thereof and any decision shall be reached by the affirmative vote of a majority of such members present. When all of the Sites in said Subdivision shall have been sold by the Company, then the owners of a majority of the Sites shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee. As new members are appointed by the property owners they shall each serve for a term of two years. Successors shall be appointed by the owners of the property at duly arranged meetings of the owners. All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the committee in duplicate and be accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the committee fails to approve or disapprove such plans and specifications within twenty-one (21) days after the same have been submitted to it, then the plans shall be deemed approved. The Committee or its duly authorized representatives shall not be liable, in any manner, for any action or failure of action taken in these premises.

22. Notwithstanding any other provision of this Declaration to the contrary, a Developer shall have the right to maintain model homes on Lots owned by the Developer and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes provided the construction, operation, and maintenance of such model homes otherwise complies with all provisions of the Declaration. Any home constructed as a model home shall cease to be used as a model home at any time the Developer is not actually engaged in the construction or sale of residential units in the Project. Notwithstanding any other provision of the Declaration to the contrary, a Developer may store supplies of brick, block, lumber and other building materials on a Lot owned by the Developer. In addition, normal construction activities of the Developer in connection with the construction of improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. A Developer constructing improvements on Lots shall keep the Lots in a clean, safe and neat condition free of weeds, trash and debris.

23. In interpreting this agreement as it pertains to city zoning and subdivision ordinances, if there are any discrepancies between this agreement and the Spanish Fork City zoning and subdivision ordinances, as amended from time to time, then the Spanish Fork City zoning and subdivision ordinances shall control such interpretation and the meaning of any terms or definitions hereof.

24. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The Architectural Control Committee or any of the other lot owners

shall have the right, but not the obligation, of enforcement as described above.

25. The Declaration hereby submits and subjects the real property located in Spanish Fork, Utah County, Utah, and more particularly described on Exhibit A, attached hereto and by reference incorporated herein, the improvements, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, improvements, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

26. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the above described real property and any improvements (including Residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the Residences and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Plat recorded concurrently herewith or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate, and such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant.

27. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, mortgagee, tenant, or occupant of a Lot or Unit shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot or Unit thereby consents to and agrees to be bound by all of the provisions of this Declaration.

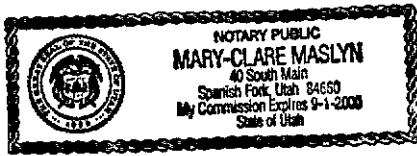
Dated this 12<sup>th</sup> day of May, 1999

M & A Development L.C  
A Utah Limited Liability Company.

by Robert W. McGovern

Robert W. McGovern  
STATE OF UTAH  
COUNTY OF UTAH

On the 12<sup>th</sup> day of May, 1999, personally appeared before me a Notary Public of the State of Utah, Robert W. McGovern, who being duly sworn did say, that he is a member of M & A Development, L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority thereof.



Mary-Clare Maslyn

Notary Public

My Commission Expires: 9-1-2000

Residing at: 40 S. Main, Spanish Fork

Exhibit "A"

Property affected by these Covenants:

Wolf Hollow Heights East, Plat B.