

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, Craig R. Peay Construction Inc., the owner of the following property situated in Utah County, State of Utah to-wit:



APPLYING TO:

Lot 1, Plat "F", Hillsdale Heights Subdivision, Provo, Utah, according to the official plat thereof of file in the office of the Recorder, Utah County, Utah.

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18. Plat "E". Hillsdale Heights Subdivision, Provo, Utah, according to the official plat 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 one detached single family dwelling not to exceed two stories in height, and private garages for not less than two average vehicles. Covered patios and 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 approximate grade elevations of the structure with respect to finish grade elevations a lot corners and driveway. Approval shall be as provided 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 square feet for a split-level dwelling, nor less than 3000 square feet for a one story dwelling, nor less than 3000 square feet 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 twenty-five percent of the exterior walls' surface will be made of brick, rock or comparable masonry. No dwellings will be built with exterior walls made entirely of stucco, unless and exception to the masonry rule is granted. An exception or partial exception to the twenty-five percent masonry rule may be granted if the overall design of the dwelling is of enough higher quality 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 Provo City Ordinances in effect at the time of said construction, except that chain link fencing will not be allowed as yard fencing due to lack of privacy. Fencing that provides a visual break, such as cedar or masonry, will be installed in rear yards within eighteen months or the completion of any dwelling. Also, landscaping will be completed within eighteen months of construction start up.
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 roadway or any easement of which other property owners have use of.
7. **TEMPORARY STRUCTURES, SIGNS SIGNAL INTERFERENCE:** No structure of temporary character, such as a trailer, motor home, 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 Provo City Ordinance in effect at the time. The creation of 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 truck shall be parked or stored on the front yard setback of any lot, within the side yard-building setback on the street side of a corner lot, or on the street except while engaged in transportation or construction. No mobile homes, trucks over one 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 yards of the lots. Parking of these types of vehicles in front yards or corner streets 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 cooler shall be in view from the front street.

9. **LIVESTOCK:** No animal livestock or poultry of any kind shall be raised, bred or kept on any lot. Except that dogs, cats and other normal household pets may be kept, provided that they are not raised, bred or kept 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 upon any lot in said subdivision.
11. **OFFENSIVE ACTIVITIES:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood. Nor shall any loud or noxious activities commence prior to 7:30 a.m. This is to include construction activities.
12. **NOISE INTRUSION:** No loud audio annoyances or disturbances shall be permitted on any lot in said sub division. Specifically prohibited are the prolonged, repeated or excessively loud sounds from: running or testing of engines and motors, malfunctioning household machinery, excessively loud musical instruments, production or amplification or loud sound, music or other intrusive electronic sounds or prolonged howling or barking of dogs.
13. **MAINTENANCE:** Every lot, including the improvements to said lot, shall be kept in good repair and maintained by the owner thereof in a clean, attractive and lanscaped condition. Prolonged absence of landscaping, 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, lavender, bright greens, pinks or other unusual colors will be allowed. Any color schemes 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:** No owner of any lot within the subdivision shall rent or lease rooms or portions off any structure, less than the whole of said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students for hire nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family residence.

16. **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 interest in the subdivision to be appointed as soon as possible. A concurrence of the majority of the committee shall be necessary for approval to be granted. The committee's designated address will be 585 East 300 South Provo, Utah 84606. A majority of the committee may designate a representative 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 the designated representative, shall be entitled to any compensation for services rendered pursuant to this covenant, and will be giving their time as a public services to the community. At any time during the term of these restrictive covenants, the then recorded owners of a majority of the lots, referring to the lots in the entire Hillsdale Heights 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 Hillsdale Heights 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 or 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 final inspection, after the dwelling has been completed. In the event the committee or its designated representative fails to approve or disapprove within thirty day after plans and specifications have been submitted to it, and if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully compiled with.
18. **TERM:** These covenants are to run with the land and shall be binding on all owners and all persons claiming under them for a period of thirty years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument has been signed and recorded by a majority of the then owners of the lots, in the entire Hillsdale Heights Subdivision, agreeing to change said covenants in whole or in part. Each lot is to be considered as one vote.

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

20. **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.

IN WITNESS WHEREOF, we the undersigned hereby execute and acknowledge the forgoing the 4th day of August, 2010.
Craig R. Peay Construction, Inc.

By: Craig R. Peay
Craig R. Peay, President

Andree Peay
Andree Peay

State of UTAH)
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County of Utah)

On the 4th day of August, A. D. 2010,
personally appeared before me, Craig R. Peay, who being by me duly sworn did say, for himself that he, the said Craig R. Peay is the President, of CRAIG R. PEAY CONSTRUCTION, INC., the corporation that executed the foregoing instrument by authority of a resolution of its board of directors and said Craig R. Peay duly acknowledged to me that said corporation executed the same.

Janice G. Chamberlain
Notary Public

