

P.O. Box 1539
Orem, UT 84042

ENT73507:2020 PG 1 of 12
Jeffery Smith
Utah County Recorder
2020 May 29 04:11 PM FEE 44.00 BY MG
RECORDED FOR Inwest Title - Orem #1
ELECTRONICALLY RECORDED

**DECLARATION OF RESTRICTIVE COVENANT
FOR DALLIN'S SUBDIVISION**

The undersigned, being the owner of parcels of land situated within the boundaries of that certain subdivision located in the City of Mapleton, Utah County, State of Utah, known as Dallin's Subdivision hereinafter called "The Subdivision," make the following declaration of restrictions on said real property to the public. This Declaration of Restrictive Covenants shall not encumber or pertain to Lot 12 of Dallin's Subdivision which contains an existing single family residence.

There is hereby established a common plan for the improvement, maintenance and protection of the real property embraced within that certain Subdivision known as "Dallin's Subdivision" The property pertaining to these restrictive covenants are legally described as: **Dallin's Subdivision**, which includes Lots 1 through 11 (referenced as Utah County Tax ID numbers: 37:345:0001, 37:345:0002, 37:345:0003, 37:345:0004, 37:345:0005, 37:345:0006, 37:345:0007, 37:345:0008, 37:345:0009, 37:345:0010, 37:345:0011), a recorded subdivision in Utah County, Utah and recorded as Entry #: 30073:2020 on March 27, 2020 in the records of Utah County, Utah and referenced in Addendum A of attached Plat. Addendum B contains the proposed Plat B with Lots 201 and 202 (Tax ID number 26:066:0148).

Declarant hereby declares that the real property described herein, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall insure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean any plot of land within the Subdivision, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a residential dwelling site as shown on the recorded plat.

Section 3. "Declarant" shall mean and refer to Wade Payne, his Trustor or successor trustees and assigns if such successors and assigns should acquire for the purpose of

COURTESY RECORDING

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development or construction all or substantially all of the properties owned by the Wade Payne LLC in the subdivision of Dallin's Subdivision.

Section 4. "Declaration" shall mean and refer to this document and any amendment or supplementary declaration which is adopted and recorded by the Declarant or the owners.

Section 5. "Subdivision" shall mean and refer to Dallin's Subdivision.

Section 6. "Committee" or "ACC" shall mean and refer to the Dallin's Subdivision Architectural Control Committee established pursuant to Article II hereof.

ARTICLE II

Acceptance of Covenants

The real property is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

ARTICLE III

Architectural Control Committee

Section 1. An Architectural Control Committee shall in order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the "Committee."

Section 2. The initial Committee will consist of Wade Payne and Dallin Nelson.

Section 3. The Committee shall consist of two to three members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a majority vote of the then current Owners within the Project. Notwithstanding, prior to all the Lots being sold, Declarant, at its sole discretion, may appoint replacement members to the Committee.

Section 4. In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

Section 5. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing the design review functions prescribed in this Declaration and to carry out the provisions set forth therein.

ARTICLE IV

Dwelling: Quality and Size

Section 1. All Lots in the Subdivision shall be used solely and exclusively for single family residences, with appurtenant garages, and no Lot shall be further divided. Each Owner shall maintain his Lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Weeds will not be allowed to grow more than 12 inches.

Section 2. No lot shall be used except for residential and related purposes, although businesses may be run from the home as is common practice. The single family residence shall not exceed two stories in height. Every single-family dwelling shall have a minimum area above ground of one thousand seven hundred fifty (1,750) square feet for a single level residence exclusive of basement area. Minimum square footage for any house shall be no less than thirty-five hundred (3,500) square feet.

Section 3. Roofs on dwellings and accessory structures, if any, within the Subdivision may be of composition, tile or cedar shake, and have a minimum pitch of Four/Twelve. Exceptions may be approved by the Architectural Control Committee.

Section 4. Residential remodeling or new construction which is visible or audible from off the Lot shall be completed within 6 months following commencement of work. This requirement includes staining or painting of exterior.

Section 5. All dwellings shall have a minimum of 3 (three) car garages.

Section 6. Construction of the dwelling shall take place within 24 months from the time of purchasing the lot.

Section 7. Exterior materials shall be primarily hardy siding, brick, stucco, stone, cast stone, (no aluminum or vinyl siding), or other material acceptable to the Architectural Control Committee.

Section 8. Any exceptions to these articles may be amended and corrected by the Architectural Control Committee.

ARTICLE V

Landscaping

All front yards shall be landscaped within six (6) months following completion of construction by Declarant. In the event that strict enforcement of this provision would cause undue weather conditions, this provision may be extended for a reasonable length of time.

Street trees may be planted along street frontages. The trees, if any, shall be maintained by the Owners of those Lots in accordance with City of Mapleton tree ordinance.

ARTICLE VI

Permanent Structures

Section 1. No out-building or shed shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than permitted by the minimum building set-back lines provided for in the laws, statutes or ordinances of the appropriate local governmental authorities. Out-buildings of any kind will be within regulations of city ordinance and shall not extend beyond one-half of the size of the footprint of the main level of the main dwelling structure. Any outbuildings or secondary structures on the lot, as permitted by city code, shall not exceed the height of the primary residence.

Section 2. All fences or boundary walls shall be constructed in accordance with the City of Mapleton codes and regulations. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line required. No fence, wall, hedge or mass planting shall extend higher than six feet above the ground unless provisions are approved by the Committee. Fence material are to be of vinyl, stone, or other material. No chain-link fencing of any type, brand or make may be constructed except that green chain-link fencing for purposes of tennis or pickle-ball courts will be acceptable.

ARTICLE VII

Temporary Structures

Section 1. No structure of a temporary character or vehicle (such as recreational vehicles, trailers, tents, shacks, garages, barns or other outbuildings or vehicles) shall be used on any Lot in the Subdivision at any time as temporary or permanent residence. Construction of any out buildings or additions to a residence shall be conducted only with the proper permits obtained from the appropriate governmental agency. This shall not be deemed to prohibit any person who is authorized to build a residence or other permitted structure on the Lot from placing a trailer on the Lot during the period of construction. Furthermore, the Declarant may place a sales trailer in the Subdivision until Declarant has sold all residences.

ARTICLE VIII

Nuisance

Section 1. Businesses. Except as provided in this Section, all Lots shall be used for single-family residential purposes exclusively with the exception that certain home occupations may be permitted. Such home occupations may be limited to certain business uses, shall not create any disturbance, noise, or unsightliness, shall not unduly increase traffic flow or parking congestion, and shall not be in violation of any of the provisions of the Declaration. No goods, materials, supplies, equipment, or vehicles (including buses, trucks, or trailers of any description) used in connection with any business shall be stored, kept or worked on outside any building located on any residential Lot within the Subdivision except where made

non-visible from the street. Use of the Lots shall in all cases be in compliance with all applicable laws, ordinances, rules and regulations.

Section 2. Off-Site Impacts. No activity which causes a substantial increase in light, glare, noise, or odor, as perceived from any area off the Owner's Lot, shall be conducted on such Lot.

ARTICLE IX

Signs and Monuments

Section 1. "No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant or Declarant's agents to advertise the property during the initial construction and sales period. For rent signs shall be prohibited during the initial construction and sales period.

ARTICLE X

Pets

Section 1. Dogs, cats, and other ordinary household pets may be kept in the Subdivision, and usual structures may be provided to house them, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be on a leash or under the direct physical control of the pet Owner whenever such pets are not on their Owners' Lot. Such pets shall not injure, endanger, or annoy any person lawfully present in the Subdivision, and must be kept quiet between the hours of 10:00 p.m. and 8:00 a.m. No animals other than ordinary household pets may be kept in the Subdivision. The exception shall be for the 1 acre lots (lots 201 and 202) which exceed the city minimum requirements for animal rights.

ARTICLE XI

Garbage and Refuse Disposal

Section 1. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, or other waste shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 2. No debris, inoperable vehicles, machinery, or lumber and building materials shall be stored outside on any Lot, except that supplies and machinery currently being used in the construction of an approved dwelling or other project may be stored in a neat manner during the construction of said dwelling or project. All building materials and debris shall be cleaned up and removed from the Lot within thirty (30) days following the completion of the dwelling or project. Yard raking, dirt and other materials resulting from landscaping work shall not be dumped onto streets or other Lots.

ARTICLE XII

Motor Vehicles

Section 1. Operation of Vehicles. Unlicensed motor vehicles, including motorcycles, scooters, A.T.V.'s, etc. shall not be operated on any property in said plat, including all roads. Licensed vehicles shall not be operated so as to create an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment and operation.

Section 2. Vehicles. No inoperable vehicle shall be stored on any Lot where it may be seen from any other Lot or from the public right of way, or it shall be removed from the Subdivision within 48 hours.

ARTICLE XIII

Parking

Section 1. Recreational vehicles and boats may not be parked or stored on any of the streets, driveways, or front yards of the Subdivision, but are permitted to be parked and stored within the side and/or rear yard of a Lot, if screened from all other Lots with a six foot high view obstructing fence.

ARTICLE XIV

Antenna and Service Facilities

Section 1. Exterior antenna or satellite receiving stations and clothes lines shall be screened so as not to be viewed from the street.

ARTICLE XV

Easements

Section 1. Easements for access, utilities and storm water drainage are reserved on the face of the recorded plat. Within these easement areas, no vehicle, structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of storm water drainage channels in the easement areas, or which may obstruct or retard the flow of water through storm water drainage channels or pipes in the easement area.

ARTICLE XVI

Amendments

Section 1. This Declaration may be amended unilaterally at any time and from time to time by Declarant so long as Declarant owns any property for development and/or sale in the Subdivision. This Declaration may also be amended upon the affirmative vote or written consent, or any written combination thereof, of the Owners of at least eighty percent (80%) of the Lot Owners in the Subdivision and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Subdivision). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

ARTICLE XVII

General Provisions

Section 1. Tem. The covenants contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying Lots in the Subdivision, or claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded Owners of all Lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Any owner of a Lot in the Subdivision shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

Section 3. Severability. Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration this on the day of 29 May, 2020.

Wade Payne, a Utah business owner,

By *Wade Payne*
Owner / Manager

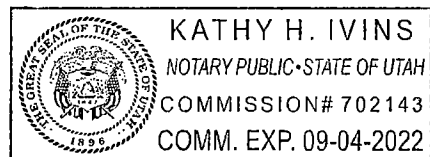
STATE OF UTAH)
 SS:
COUNTY OF UTAH)

On the 29 day of May, 2020, personally appeared before me Wade Payne, who, being by me duly sworn, did say that he is the Owner of Dallin's Subdivision and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

Kathy H. Ivins
Notary Public

Residing at:
Our

My Commission Expires:
9/4/22



ADDENDUM A

DALLIN'S SUBDIVISION

LOTS 1-11, DALLIN'S SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER, STATE OF UTAH

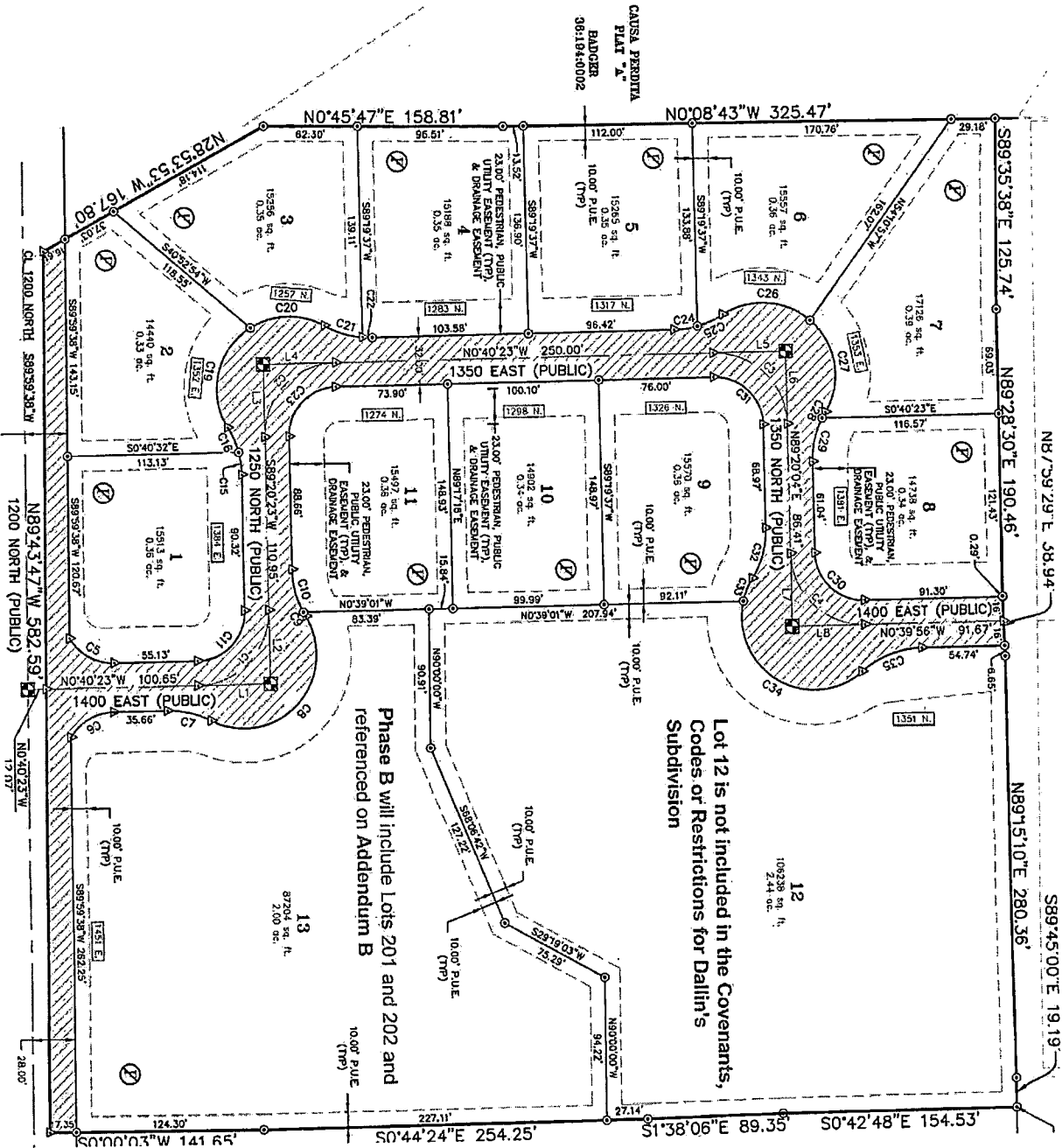
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37-245-0003
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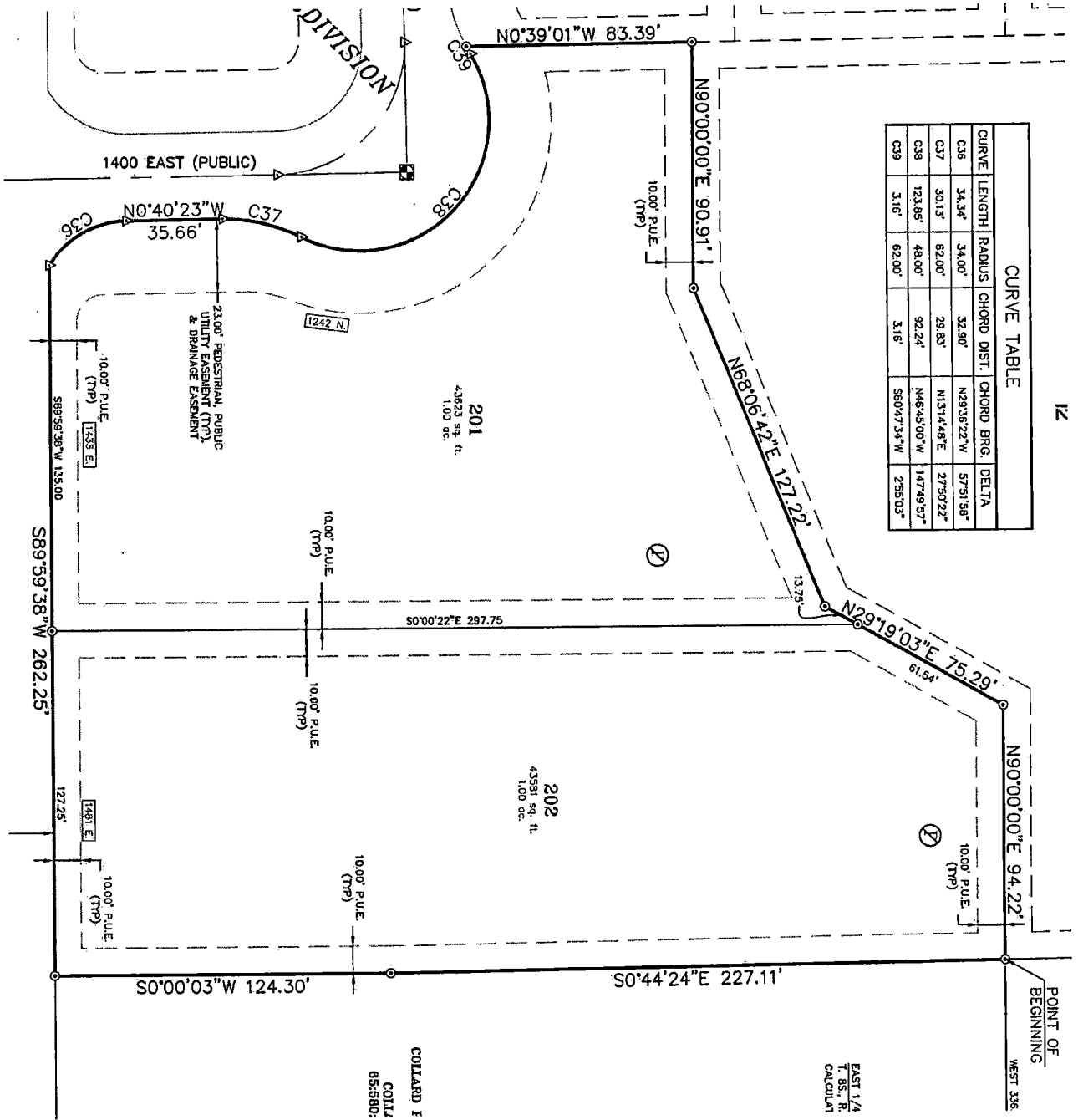
Addendum "A" The plat is also referred to as found on the Utah County recorded plat.

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	75.39'	48.00'	67.87'	N45°40'00"W	89°39'14"
C2	75.39'	48.00'	67.87'	N45°40'00"W	89°39'14"
C3	75.40'	48.00'	67.89'	N44°19'50"E	90°00'27"
C4	78.40'	48.00'	67.88'	N44°20'04"E	90°00'04"
C5	35.13'	34.00'	31.59'	S28°55'37"W	59°12'00"
C6	34.33'	34.00'	32.90'	N29°36'22"W	57°51'58"
C7	30.13'	62.00'	29.43'	N131°44'48"E	27°50'22"
C8	123.85'	48.00'	92.24'	N45°45'00"W	172°40'57"
C9	3.16'	62.00'	3.16'	S60°47'34"W	2°35'03"
C10	28.31'	62.00'	29.04'	S75°47'44"W	27°03'17"
C11	50.28'	32.00'	45.27'	S45°41'15"E	89°59'14"
C15	15.00'	62.00'	15.05'	N82°22'09"E	1°35'52"
C16	17.93'	62.00'	17.67'	N67°08'44"E	1°53'21"
C19	74.95'	48.00'	67.97'	S76°28'03"E	89°28'42"
C20	51.55'	48.00'	49.11'	S09°59'19"E	61°32'11"
C21	28.59'	62.00'	26.38'	S17°33'22"W	24°34'07"
C22	6.43'	62.00'	6.43'	S21°29'58"W	5°56'42"
C23	50.26'	32.00'	45.25'	N45°40'00"W	89°39'14"
C24	18.75'	62.00'	18.71'	S73°39'06"E	14°31'14"
C25	18.53'	62.00'	18.46'	S23°47'19"E	17°01'28"
C26	61.82'	48.00'	57.63'	S43°34'34"W	73°47'13"
C27	66.66'	48.00'	61.43'	S01°13'19"W	79°34'17"
C28	4.49'	62.00'	4.49'	N61°04'01"W	-4°09'56"
C29	29.78'	62.00'	29.50'	N75°54'12"W	27°31'27"
C30	50.27'	32.00'	45.25'	N44°20'04"E	90°00'00"
C31	50.27'	32.00'	45.25'	N44°19'50"E	90°00'27"
C32	35.07'	62.00'	34.60'	S74°27'41"E	37°24'29"
C33	15.14'	48.00'	15.06'	S67°31'16"E	1°19'53"
C34	119.77'	48.00'	91.03'	N30°59'50"E	142°38'09"
C35	43.09'	62.00'	42.23'	N20°34'35"W	39°49'19"

LINE	LENGTH	DIRECTION
L1	48.00'	N0°40'23"W
L2	48.00'	S89°20'23"W
L3	48.00'	N89°20'23"E
L4	48.00'	S0°40'23"E
L5	48.00'	N0°40'23"W
L6	48.00'	S89°20'04"W
L7	48.00'	N89°20'04"E
L8	48.00'	N0°39'55"W



Addendum "B" The plat is also referred to as proposed Plat B Dallin's Subdivision.



DALLIN'S SUBDIVISION PHASE B PROPOSED LEGAL

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 11, THENCE S.00°11'19"E. ALONG SECTION LINE 948.87 FEET; THENCE WEST A DISTANCE OF 336.05 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 12 OF DALLIN'S SUBDIVISION AND THE REAL POINT OF BEGINNING

THENCE ALONG THE WEST BOUNDARY OF THE COLLARD SUBDIVISION PLAT "A" IN THE OFFICE OF THE UTAH COUNTY RECORDER THE FOLLOWING TWO COURSES AND DISTANCES: 1) S.00°44'24"E. 227.11 FEET, THENCE 2) S.00°00'03"W. 124.30 FEET; THENCE S.89°59'38"W. 262.25 FEET TO A POINT OF CURVATURE OF A 34.00-FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 57°51'58" AND A CHORD THAT BEARS N.29°36'22"W. 32.90 FEET; THENCE N.00°40'23"W. 35.66 FEET TO A POINT OF CURVATURE OF A 62.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°50'22" AND A CHORD THAT BEARS N.13°14'48"E. 29.83 FEET TO A POINT OF REVERSE CURVATURE OF A 48.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.85 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 147°49'57" AND A CHORD THAT BEARS N.46°45'00"W. 92.24 FEET TO A POINT OF CURVATURE OF A 62.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.16 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 2°55'03" AND A CHORD THAT BEARS S.60°47'37"W. 3.16 FEET; THENCE N.00°39'01"W. 83.39 FEET; THENCE N.90°00'00"E. 90.91 FEET; THENCE N.68°06'42"E. 127.22 FEET; THENCE N.29°19'03"E. 75.29 FEET; THENCE N.90°00'00"E. 94.22 FEET TO THE POINT OF BEGINNING.

AREA = 1.00 ACRES

TAX ID NUMBER: 26-066-0148