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MERLE CARVER
745 E. MAPLE ST

Mapleton, 84664



ENT 92830:2004 PG 1 of 11
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Aug 11 4:30 pm FEE 37.00 BY SFS
RECORDED FOR MAPLETON CITY CORPORATION

DECLARATION OF RESTRICTIVE COVENANTS
CARVER ACRES PLAT A SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Merle E. Carver is the owner of the following described property located in Mapleton, County of Utah, State of Utah (the Property):

All of Lots 1 - 8, Carver Acres, Plat "A", Mapleton, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

That it is the developer's desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions:

That the Property covered by said covenants has been platted and is designated and known as Carver Acres Plat "A", (the subdivision), that a plat thereof was accepted by Mapleton City Council and the Mayor of Mapleton and has been recorded in the office of the County Recorder of Utah County.

That Merle E. Carver is the sole owner of all the land located in Carver Acres Plat "A", excepted the portion thereof dedicated as public streets.

NOW THEREFORE, all of the lots shown on the Subdivision plat of the Carver Acres, EXCEPT Lot One(1) and Lot Eight (8), are held and shall be conveyed subject of the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording: provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless and instrument signed by a majority of the six owners of the lots has been recorded agreeing to change said covenants in whole or in part.

The undersigned, owner in fee of the following described real property, to wit: Lots 1 through 8, with Lot One (1) and Lot Eight (8) excluded, inclusive, Carver Acres Subdivision, as described in Exhibit A Attached hereto (the Lots), do hereby make the following declarations as to limitations, restrictions and uses to which the Lots and/or tracts

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constituting any addition, may be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners, this Declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

Area of Application

Full-protected residential area. The residential area covenants as set forth in this Declaration in their entirety shall apply to all property listed in the above described property and also described in the attached Exhibit "A" except Lot One and Lot Eight.

Residential Area Covenants

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 (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), an accessory apartment may be included within the family dwelling upon obtaining prior written approval from the Architecture and Landscape Committee and the Mapleton City Planning and Zoning Department. A separate additional concrete RV or parking pad for off street parking must be provided for residents of the accessory apartment. 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. No evaporative or "swamp" coolers shall be allowed.

2. Each finished dwelling of rambler style must have a minimum square footage of 1700 square feet of main level living area. All ramblers must have a minimum of a 9/12 pitch roof. Two story styles must have a minimum square feet of 2000 square feet above ground of living area. Square footage of either style is

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excluding garages, porches, verandas, carports, patios, basements, and steps.

3. Height cannot exceed more than 35 feet from finish grade to the peak of the roof unless approved by the Architectural and Landscape Committee and Mapleton City. Double garage minimum shall be required. No carports are allowed. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement.

4. OTHER STYLES OF HOMES: No split entry (Bi-Level), three, four, and five level split styles will be permitted. No modular, round homes, octagon homes, pre-fab homes, or pre-built homes, all-wood homes, all-aluminum homes, log homes, mobile homes, steel homes, concrete homes, solar homes, underground homes or any other type of homes of this nature shall not be built or erected in this Subdivision.

5. All structures shall consist of either brick, stone, or stucco. The houses can be full stucco - but not hard coat. The Architectural and Landscape Committee must approve of all exterior color schemes and the preference of the Committee will be to utilize earth-tone neutral color schemes and low maintenance exterior materials.

No structure constructed for use on any other property shall be moved onto any lot within this Subdivision without prior approval of the Architectural and Landscape Committee. 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

6. Any deviation from or modification of the above requirements shall be by way of consent by the Developer.

7. No tank for storage of fuel may be maintained above the surface of the ground.

8. Building location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines as required by Mapleton City.

9. No building material of any kind or character shall be placed or stored upon

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any Lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

10. Drainage Plan will include contractor's acknowledgment and provisions on how each Lot owner will retain any and all surface drainage water during construction and occupancy.

11. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible. All power and telephone lines must be run underground.

12. All set backs shall conform to Mapleton City requirements, with the additional requirement that the minimum front yard setback shall be not less than 30 feet from property stakes, with a side yard setback not less than 10 feet (both sides) and a back yard setback not less than 10 feet. With corner lots, the front setback shall be 30 feet, the side yard next to the other street shall be 30 feet, and the other side yard must be at least 10 feet, according to Mapleton City Code.

13. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, and the proposed location on the lot or lots, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. Two (2) complete sets of plans and specifications shall be delivered to the Committee together with proof of approval from government agencies involved for any and all proposed improvements. No building or structure shall be altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of slope and elevation of the building on the lot, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof.

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14. When plans are submitted, the Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof, the plans and specifications shall be deemed approved should the Committee fail to respond within said fifteen (15) day period. One (1) set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans, that are not in accordance with all of the provisions of the Declaration; or if the design or color scheme of the proposed buildings or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to VETO by a two-thirds vote by all the property owners, based on one vote per developer and one vote per recorded owner of lot.

15. The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specification.

16. All rambler roofs must have a 9/12 pitch or better. All roofs of homes must be either 25 year architectural fire-halt, heavy duty asphalt roof or equivalent or wood shake, or Bartile tile. No metal roofs will be allowed.

17. All lots must be built on within two years of purchase by the original lot owner, as such purchase is evidenced by the closing documents.

18. Homeowner shall be responsible to maintain the grass in the planter strip between the city sidewalk and the curb in front of their lot, also street gutters must be kept clean from dirt and weeds during construction and after by the owner. Grass and/or trees will be allowed in the planter strip. No concrete will be permitted in the planter area. Landscaping around the constructed home and all areas in the front yard must be completed within the first growing season after the date an occupancy permit is granted to each individual Lot owner. The "growing season" will be considered to commence on April 1st and run through October 31st. If an occupancy permit is issued during the growing season, compliance with the

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above restriction is required by the end of the following year's growing season. Any trees planted by developer must be maintained to provide an attractive, uniform look in the subdivision. If a tree dies in common area, lot owner closest to the tree, shall immediately replace it with a similar tree and maintain it.

RESTRICTIONS ON USES:

19. 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.

20. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Storage sheds will be allowed according to the city codes, and must follow the same color pattern and building materials as the residential home on the same building lot.

21. No animals, livestock, poultry, or exotic animals of any kind shall be raised or kept on any lot, except dogs, cats, and other domesticated household pets (pot-belly pigs are not considered a domesticated household pet) may be kept provided that they are not kept or maintained for any commercial purpose. Furthermore, all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighboring dwelling. If outdoor pets are not completely confined to a kennel, run or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers, or allowed to run free in the neighborhood. The Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or any other animal which may become a nuisance to the neighborhood.

22. Parking and Storage. No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than 24 hours. 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. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, recreational type vehicles, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored in a fully enclosed garage area and may not remain

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on adjacent streets for more than 24 hours. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.

23. No signs, billboards, nor advertising structures may be erected or displayed on any Lot hereinbefore described or parts or portions thereof, except that a single sign, not more than 3' X 5' in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the Lots in the subdivision are sold.

24. No satellite dishes or antennas shall be placed in set back easements of said side yard and are to be obscured from public view.

25. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any Lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.

26. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 and ½ 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. No chain link fences shall be allowed. Vinyl, block or wooden or wrought iron fence shall be allowed. Wood fences must have double slats with 1 X 6 cedar slats with 6 X 6 treated posts with 2 X 6 top rail and 2 X 6 bottom rail. This will be the only wooden fence accepted. Any wooden fence constructed must be pre approved by the Architectural Committee.

27. No radio or short wave antennas will be allowed. All T.V. antennas should be placed on the back or side of the roof so that very little of the antenna can be seen from the front street location. Satellite antenna systems (dish) cannot be placed or installed in front or side yards. The dish should be sight obscured from the front street location as much as possible.

28. No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business activities into the

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Subdivision, and the unobtrusive nature of the proposed activity affecting the other property owners.

29. Not more than one (1) family unit will be maintained on each lot within the Subdivision; with the exception of a legal accessory apartment approved by the Mapleton City. Live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner. Off street parking must be provided for occupants to keep streets accessible to snow plow.

ENFORCEMENT RIGHTS:

30. If the owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent his/her or them from so doing and to recover damages caused by such violation, together with attorney's fees, and costs of court.

31. In the event of a violation, written notice will be delivered to the Lot owner of any non-compliance with a request to correct the same within 48 hours.

32. After Lot owner has been notified to correct any non-compliance and has failed to do so, then the Architectural and Landscape Committee reserves the right to hire someone to clean up, contain, or correct the non compliance. If this remedy is required to correct the problem, such remedial expenses will be billed to the Lot owner. In addition to the foregoing, the Architectural and Landscape Committee reserves the right to pursue other remedies as necessary to insure compliance with these covenants.

33. In order to maintain a degree of protection to the investment which homeowners in this area may make, home of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS- To be submitted for approval and accepted by the Architectural and Landscape Committee before construction is begun.

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Shall include as a minimum the following:

1. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. Specifications of all outside materials to be used on the exterior of the residence.

WORKING DRAWINGS- To be submitted for approval and accepted by the Architectural and Landscape Committee before construction or renovation is begun.

Shall include as a minimum the following:

1. Plot plans to scale showing the entire site, building, garages, out buildings or structures, walks, drives, fences, carriage lights, retaining walls, with elevation of the existing and finished grades and contours including those at the outside corners of the buildings and a adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed Floor Plans
3. Detailed elevation, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
6. Specifications shall give complete descriptions of materials to be used with notations of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL AND LANDSCAPING COMMITTEE:

The initial Committee is composed of:

Merle E. Carver, President and Developer

When all of the lots within the Subdivision have been sold by Developer, the

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structure of the Committee may be enlarged to include not than three (3) nor more than five (5) duly elected property owners. After all lots have been sold, at the discretion of the developer, property owners shall comprise the committee to enforce the covenants.

Members of the Committee shall be elected to one year terms at the annual meeting of the property owners in the Carver Acres Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 75% approval vote of the property owners. So long as the Committee members carry out their responsibilities hereunder in a reasonable manner, they shall incur no liability for costs or expenses arising out of the claims of any property owner(s).

Membership in the committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual (s) may be voted upon for membership on the Committee.

GENERAL PROVISIONS:

It is understood that the Architectural and Landscape Committee members shall serve voluntarily and without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service. In the event any Lot owner commences a legal proceeding against the Committee or otherwise seeks to invalidate any of these provisions, or in the event the Committee is required to bring a legal action to enforce these provisions against a Lot owner, the prevailing party shall be entitled to a reasonable attorney's fee.

Except as otherwise provided, this Declaration can be amended at any time by a

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written instrument executed in recordable form by not less than 75% of the property owners within the Subdivision.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. (Extension provisions cited in preamble).

The builder will provide a copy of CCR's to those who purchase the home or building lot from the developer.

IN WITNESS WHEREOF, Merle E. Carver has executed this Declaration of the 4th day of August, 2004.

Merle E. Carver

MERLE E. CARVER, Developer and President

State of Utah)

County of Utah_

The foregoing instrument was acknowledged before me this 4th day of August, 2004.

Sharon Warren

Notary Public

