

After recording return to:

Maple Bench, LLC
3152 North University Avenue, Suite 100
Provo, Utah 84604

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS**

FOR

MAPLE BENCH ESTATES

Mapleton, Utah County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS for MAPLE BENCH ESTATES (the “**Declaration**”) is made on this ____ day of _____ 2021 by MAPLE BENCH, LLC, a Utah limited liability company (as defined more particularly below, “**Declarant**”), in its capacity as the owner of the lots within Plat “A” Amended Maple Bench Estates Subdivision in Mapleton, Utah County, Utah.

RECITALS:

A. Declarant is the owner of certain real property in Mapleton, Utah County, Utah, which is set forth and described on Exhibit A, attached hereto and made a part hereof (the “**Property**”).

B. Declarant is developing on the Property a single-family residential development to be known as Maple Bench (as defined more particularly below, the “**Project**”).

C. In furtherance of a common plan of development for the Project, Declarant intends to adopt the provisions of this Declaration for the benefit of the Property, all of which shall be developed subject hereto and all of which shall run with the title to the Property.

ARTICLE 1

GENERAL

1.01 **General Purposes.** Declarant intends to develop the Project as a single-family residential neighborhood. Declarant intends that this Declaration establish and provide for the development, use, and maintenance of the Project as an attractive and desirable residential community.

1.02 **Declaration.** In order to further the general purposes stated above, Declarant hereby declares that all of the Property shall at all times be owned, improved, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Declaration and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements, assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with such properties and all of which shall burden, benefit, and be binding upon Declarant and all other persons or entities having or acquiring any right, title, or interest therein and their respective successors, assigns, heirs, devisees and personal representatives.

1.03 **Form of Conveyancing; Leases.** Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ as identified on the Plat recorded in the Office of the Utah County Recorder as Entry _____, Map # _____ contained within Plat "A" Amended, Maple Bench Estates Subdivision, Mapleton, Utah County, Utah (as such Plat may have heretofore been amended or supplemented), SUBJECT TO the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Maple Bench Estates, as recorded in the Office of the Utah County Recorder as Entry No. _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH the rights and easements created thereunder for the benefit of such lot.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

1.04 **Right to Develop.** Notwithstanding anything in this Declaration to the contrary, no provision of this Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the Project and to exercise the rights reserved by Declarant as herein provided.

ARTICLE 2

DEFINITIONS

2.01 Unless otherwise expressly provided herein, the following capitalized words and phrases used in this Declaration shall have the following meanings:

City means Mapleton City in Utah County, Utah.

Declarant shall mean Maple Bench, LLC, a Utah limited liability company, and its successors and assigns to whom it assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment. Declarant may convey all or a portion of the Property for purposes of development with or without assigning its rights as Declarant under this Declaration.

Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements, as amended, restated, supplemented, or otherwise modified from time to time.

Design Guidelines shall mean the design guidelines adopted by Declarant in accordance with this Declaration, as amended from time to time.

Design Review Committee or the **Committee** shall mean the Design Review Committee for the Project created pursuant to Article 6 hereof.

Development Phase shall mean the period of time from the recording of this Declaration in the Public Records until such time as Declarant transfers legal title to more than ninety percent (90%) of the total number of Lots to bona fide purchasers.

Guest shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person.

Improvements shall mean all structures and appurtenances thereto of every type and kind, including, without limitation, buildings, out buildings, walkways, garages, roads, driveways, parking areas, recreational amenities, fences, screening walls, retaining walls, stairs, decks, windbreaks, and related fixtures and equipment.

Lot shall mean a residential lot within the Project as shown on a recorded Plat and intended for single-family residential use.

Owner shall mean the person, including Declarant, holding title of record to any Lot as reflected in the Public Records (including contract purchasers under executory contracts of sale), but excluding those persons having such interest merely as security for the performance of an obligation.

Plat shall mean a recorded subdivision plat, as amended from time to time, covering residential Lots within the Project.

Project shall mean that portion of the Maple Bench Estates Subdivision, as set forth on one or more recorded Plats, within the legal description of the Property, as such subdivision exists at any time.

Property shall have the meaning set forth in the Recitals to this Declaration.

Public Records shall mean the Office of the County Recorder of Utah County, Utah.

Unit shall mean a single-family residential dwelling unit constructed upon a Lot.

ARTICLE 3

EASEMENTS AND THIRD-PARTY RIGHTS

3.01 **Easements Reserved by Declarant.** As to the Property, Declarant hereby reserves to itself and its assigns the following easements:

(a) **Construction Easements and Related Rights.** Declarant hereby reserves, for the benefit of Declarant and its assigns, the right from time to time to construct and maintain offices, prefabricated structures, booths or other structures for administrative, sales and promotional purposes relating to the Project during its development and marketing.

(b) **Landscaping and Drainage Easements.** Declarant hereby reserves for itself and its assigns, but without creating any obligation on the part of Declarant to perform any such work or activity, an easement across the Property (except the portions thereof occupied by Improvements):

(i) to revegetate, beautify or maintain portions of the Property located adjacent to road rights of way;

(ii) to beautify and maintain portions of the Property to the extent necessary, in Declarant's judgment, to mitigate through landscaping, any potential visual impact of the Project;

(iii) to revegetate portions of the Property in order to control erosion, to beautify the Property or to restore the Property to a natural condition after damage by natural or man-made causes;

(iv) to preserve, improve, maintain, restore and revegetate natural and man-made storm drainage ways across the Property, including the building areas of the Property which include drainage ways, and to convey water in those drainage ways; and

(v) to construct, operate, maintain, repair and replace storm detention and water quality structures on the Property, including within the building areas of Lots where necessary to adequately control surface water.

3.02 **Other Easements.** The Property shall be subject to the following easements in addition to those created in this Declaration:

(a) **Easements on Plats and of Record.** The Property shall be subject to all easements shown on any Plat, and to all easements of record.

(b) **Easements for City and County Public Service Use.** Declarant hereby creates and reserves for itself and all future Owners within the Project, easements for any City, county, state and federal public services, and for public utilities, including but not limited to, the right of the police to enter upon any part of the Property for the purpose of enforcing the law.

(c) **Water System.** Declarant hereby creates and reserves easements in, upon, over, across and through the area of each Lot extending from the boundary of such Lot adjacent to a public road (as shown on a Plat) a distance of twenty (20) feet towards the interior of such Lot for the installation, operation, use, maintenance, repair, upgrade, removal, and replacement of a water system and all components thereof installed or to be installed by Declarant or its affiliate upon and within the Property, provided that any use of such water system by any Owner shall be subject to an express grant of right or license in writing executed by Declarant or its affiliate, and no Owner, Guest, or other person shall have any right to use or disturb such water system without first entering into such an agreement with Declarant or its affiliate, and thereafter such Owner shall have only those rights with respect to the water system that are expressly granted by such agreement.

3.03 **Nature of and Creation of Easements.** Unless otherwise set forth herein, any easement reserved in this Declaration shall be deemed to be nonexclusive, and each easement in favor of an Owner shall be deemed to be appurtenant to and for the benefit of the Lot owned by such Owner. Any and all easements reserved in this Declaration shall be deemed to be in full force and effect upon recordation of this Declaration in the Public Records whether or not referred to, reserved and/or granted in any instrument of conveyance.

ARTICLE 4

OWNERS' RIGHTS AND OBLIGATIONS

4.01 **Maintenance Obligations of Owners.** It shall be the duty of each Owner to abide by the provisions of the Declaration regarding Design Review Committee approval and the maintenance, repair and upkeep of the Owner's Lot and Unit in a neat, sanitary and attractive condition.

4.02 **Maintenance and Repairs.** Each Owner shall, at the Owner's own cost, maintain the Owner's Lot and any Unit or other improvements located thereon (including the driveway) in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Project. The painting, remodeling, rebuilding, or modification of any Unit exteriors or parts thereof must first be submitted to and approved by the Design Review Committee pursuant to its procedures. No Owner shall openly or wantonly neglect his Lot or Unit or fail to do everything possible to keep the same in good and attractive condition and repair at all times.

4.03 **Owners Insurance.** Each Owner shall be responsible to procure and maintain in force hazard insurance and liability insurance with respect to the Owner's Lot and Unit as is customary in projects such as the Project and which may be consistent with such Owner's personal circumstances.

4.04 **Transfer of Interests.** Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration following such transfer.

ARTICLE 5

DESIGN REVIEW

5.01 **Design Guidelines.** The development of the Lots and the construction of all Improvements thereon shall be completed pursuant to applicable City requirements, Declarant's plans and specifications, and such other building and design criteria as Declarant and the Design Review Committee (also referred to herein as the "**Committee**") from time to time shall establish for the Project (collectively the "**Design Guidelines**"). Design Guidelines shall also be deemed to include (a) the requirements set forth in Section 5.02 (including the exhibit(s) referred to therein) and (b) the requirement that the quality of all materials to be used in any construction or Improvements within the Project be equal or superior to that utilized for original construction. All original construction by Declarant pursuant to the Design Guidelines, as they may be amended from time to time, shall be and is hereby approved.

5.02 **Unit Quality and Size.** Without limiting the discretion of the Committee hereunder, and in addition to any other requirements imposed hereunder or by the Committee, all Units shall be designed and constructed in compliance with applicable City land use ordinances, as in effect from time to time, *provided that* all Units shall meet, at a minimum, the standards set forth on the attached Exhibit B.

5.03 **Design Review Committee.** The Design Review Committee shall consist of an uneven number of persons of not less than three nor more than five members. Initially, the Committee shall have three (3) members. The Committee by majority vote can from time to time increase the size of the Committee to five (5) members and reduce the size of the Committee back to three (3) members. Committee members shall serve voluntarily and without pay, and are to give of their time as a public service to the Project. During the Development Phase, Committee members do not be Owners or residents of the Project. After the Development Phase, members of the Committee shall be Owners or residents of the Project, and any member of the Committee who ceases to meet this requirement shall cease to be a member of the Committee at such time. The members of the Committee shall be appointed by Declarant during the Development Phase and thereafter upon the expiration of each Committee member's term by the vote of the Owners owning a majority of the Lots, with each Lot being entitled to one (1) vote. Committee members may be removed during the Development Phase by Declarant and thereafter by the vote of Owners owning a majority of the Lots. Committee members shall be appointed or elected for staggered terms of five (5) years. In the event of a vacancy on the Committee, other than a vacancy resulting from the expiration of a Committee member's term, the remaining Committee members by majority vote shall appoint a new Committee member to fill the remainder of the departing Committee member's term. If determined to be reasonably necessary, the Committee may utilize professional consultants including an architect, a landscape architect, and a civil engineer, the costs of which shall be borne by the Owner requesting the

applicable approval of the Committee. The Committee shall have and exercise all of the powers, duties and responsibilities set out in this Declaration and shall meet on such schedules as may be established by its chairman. A majority of its members shall constitute a quorum and the majority of its members present at the meeting shall be sufficient to approve action. Actions may also be approved by unanimous written consent of all Committee members.

5.04 Approval by Design Review Committee. Except for original construction by Declarant, no Improvements of any kind, including, without limitation, residence dwellings, ponds, parking areas, mail boxes, fences, walls, garages, driveways, antennae, satellite dishes, flag poles, curbs, and covered walks shall ever be erected, altered, refinished or repainted (unless of the same finish or color as the original), or removed from any lands within the Property, nor shall any excavating, clearing, removal of trees or shrubs, or other material alteration of existing site conditions be done on any lands comprising the Property, unless the complete plans and specifications therefor ("**Plans and Specifications**") complying with the Design Guidelines requirements are approved by the Committee prior to the commencement of work. The Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design and existing structures within the Project; the building bulk or mass of any buildings or structures within the Project, their location with respect to topography, existing trees, finished grade elevations, and harmony of landscaping with the natural setting and surroundings, as well as any other quality or attribute of such proposed Improvements, and shall ascertain whether the Improvements conform to the Design Guidelines then in effect, under this Declaration.

5.05 Approval Procedure. Two copies of the complete Plans and Specifications must be submitted to the Committee for approval or disapproval by it in writing within thirty days after submission, *provided* that Plans and Specifications for any replacement structure to be constructed in substantially the same configuration, location, architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within ten days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this ARTICLE 5, as to which respects it shall be deemed disapproved. The Committee shall disapprove Plans and Specifications submitted to it which are not sufficient for it to exercise the judgment required of it by this ARTICLE 5. In the event of a conflict between the Design Guidelines and the applicable regulations or ordinances of the City or any other governmental entity having jurisdiction, the latter shall prevail; *provided that* nothing in this sentence shall prevent the Design Guidelines from containing more stringent requirements than those set forth in the applicable regulations and ordinances.

5.06 Committee Approval Required Prior to Building Permit Application. The Plans and Specifications applicable to each proposed Unit to be constructed on any Lot must be approved by the Committee prior to the submission to the City of an application for a building permit with respect to such Unit.

5.07 Construction. Once begun, any construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The Committee shall

have the authority and right at any time and from time to time at any reasonable hour to inspect construction or other activities authorized for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.

5.08 **Variances.** The Committee has the authority to deviate from the requirements contained in the Design Guidelines in extenuating circumstances, when to do otherwise would create an unreasonable hardship or burden for an Owner. An affirmative vote of two-thirds (2/3) of the members of the Committee shall be required for a variance to be granted. The Committee does not, however, have authority to allow deviation from the requirements of the City.

5.09 **General Standards.** The Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Project conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the Design Guidelines and this Declaration.

5.10 **Ultimate Responsibility.** Each Owner shall at all times conform and comply with all approved Plans and Specifications for the Improvements on such Owner's Lot and otherwise conform and comply in all respects with the Design Guidelines and this Declaration, as well as with all applicable laws, ordinances, building codes, rules, regulations, orders and the like of any governmental agency having jurisdiction.

5.11 **Written Records.** The Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all Plans and Specifications so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument, which records shall be maintained for a minimum of five years after the approval or disapproval.

5.12 **Non-Liability of Design Review Committee Members.** Neither Declarant, the Committee, any member thereof, nor any duly authorized representative thereof shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all Plans and Specifications submitted to it on the basis of compliance with the Design Guidelines, any applicable provision of this ARTICLE 5, aesthetic considerations, and the overall benefit or detriment that would result to the immediate vicinity of the proposed construction or alteration and the Project generally. The Committee shall take into consideration the aesthetic aspects of the designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building or other codes.

5.13 **Variance in Event of Reconstruction.** Any Owner whose Lot or Unit has suffered damage may apply for approval to the Committee for reconstruction, rebuilding, repainting or repair of the Owner's Lot or Unit in a manner which will provide for an exterior

appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the end result thereof. The Committee shall grant such approval only if the design proposed by the Owner would result in a finished structure in compliance with the then applicable Design Guidelines.

ARTICLE 6

RESTRICTIONS ON ALL PROPERTY

6.01 **Zoning Regulations.** No lands within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to applicable City, county, state, and federal ordinances, regulations, codes, and statutes or this Declaration.

6.02 **No Further Subdivision of Lots.** The Lots created by the Plat(s) recorded by Declarant shall not be further subdivided by any other Owner.

6.03 **No Mining, Drilling or Quarrying.** No Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, or on the surface of the Property for commercial purposes or in such a manner that is visible from other properties or any road.

6.04 **No Business Uses.** The Lots and Units within the Project shall be used exclusively for residential living purposes. Not more than one Unit shall be constructed on any Lot. No Lots or Units within the Project shall ever be occupied or used for any commercial or business purposes; *provided, however*, that nothing in this Section 6.04 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot or Unit owned by Declarant as a sales model, or (b) any Owner or the Owner's duly authorized agent from renting or leasing said Owner's Lot or Unit for residential use or, (c) any home-based business use authorized and licensed by the City pursuant to the City's home occupation ordinance, so long as such business has no impact on the Project beyond the ordinary impact of residential use; and (d) use of a home office by an Owner, so long as such activity has no impact on the Project beyond the ordinary impact of residential use.

6.05 **Leasing Restrictions.** No lease of any Unit shall be for less than the whole thereof. No Unit may be rented for overnight rentals or any rental term shorter than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner to lease such Owner's Unit. An Owner shall be responsible and liable for any damage to the Project caused by such Owner's Guest. All lease agreements shall be in writing and shall be subject to the provisions of this Declaration whether or not stated therein.

6.06 **Restriction of Signs.** With the exception of a sign no larger than three square feet for the Owner to advertise the Owner's Lot for sale, no signs or advertising devices shall be permitted on single-family residences, including, without limitation, commercial, political, informational or directional signs or devices, except signs approved in writing by the Design Review Committee in accordance with its Design Guidelines as to size, materials, color and

location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law. Any approved signs shall be located as approved by the Design Review Committee. The Design Review Committee may develop comprehensive sign regulations. The Declarant may erect such signs in a size and color as it deems appropriate for the advertising and sale of Lots within the Project.

6.07 Underground Utility Lines. All water, gas, electrical, telephone, and other permanent utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground, except (a) the overhead power lines existing over portions of the Property as of the date of this Declaration and (b) to the extent reasonably required for the placement and operation of valves and filters applicable to such utility lines and where such utility lines enter Units.

6.08 Maintenance of Property. All Lots and Units and all improvements to any Lot or Unit shall be kept and maintained by the Owner thereof in clean, safe, attractive and sightly condition, in good repair.

6.09 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot that is or may become a nuisance or cause significant embarrassment, disturbance or annoyance to others.

6.10 No Hazardous Activities. No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted in exterior areas of any Lot except in a contained barbecue unit or well-designed and maintained fire pit while attended and in use for cooking purposes, if such is permitted by City ordinances.

6.11 No Unsightliness. No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing: (a) any unsightly structures, facilities, equipment, and tools shall be enclosed within an approved building or appropriately screened from view behind the front plane of the Unit, except equipment and tools when in actual use for construction, maintenance or repairs; (b) no vehicle, boat, or equipment shall be constructed, reconstructed, repaired or abandoned upon any Lot; (c) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any Lot; (d) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within a garage or other enclosed structure or appropriately screened from view behind the front plane of the Unit, except for a reasonable amount of time (not to exceed 24 hours) that such container is placed at the edge of the road for pickup; (e) hanging, drying or airing of clothing or household fabrics shall not be permitted on Lots or Units if visible from other Lots or Units, or areas surrounding the Property. No areas outside of structures and other Improvements shall be left bare and unlandscaped. Such areas shall be properly landscaped and maintained or shall remain, subject to Section 6.13, as natural landscape.

6.12 **Storage of Boats, Vehicles, and Similar Items.** No boats, trailers, buses, motorhomes, campers, recreational vehicles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles, shall be parked or stored upon any Lot except within an enclosed garage or in a storage area in the back yard or side yard behind the front plane of the Unit on such Lot. No such vehicles shall be parked overnight on any street located within the Project.

6.13 **Weed Control.** Each Owner shall, to the extent reasonably feasible, control the growth and proliferation of weeds and other flammable materials on such Owner's Lot so as to minimize fire and other hazards to surrounding Lots, Units, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules or regulations pertaining to the removal and/or control of weeds and other growth.

6.14 **No Annoying Lights, Sounds or Odors.** No light shall be emitted from any Lot or Unit which is unreasonably bright or causes unreasonable glare or does not comply with the Rules and Regulations or Design Guidelines; no sound shall be emitted from any Lot or Unit which is unreasonably loud or annoying, including without limitation, speakers, horns, whistles, bells or other sounds devices, except security and fire alarm devices used exclusively to protect the Property or improvements thereon; and no odors shall be emitted from any Lot or Unit which are unreasonably noxious or offensive to others.

6.15 **Animals, Livestock, Poultry, Agriculture.** No animal of any kind shall be raised, bred or kept on any Lot, except that (a) dogs, cats or other domesticated household pets, two (2) or less in number, may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose, and (b) hen chickens may be kept may be kept on a Lot for the production of eggs. In addition to the foregoing, up to two (2) horses or cows may be kept on a Lot, provided that (x) no portion of the areas on the Lot used by such animals shall be less than 100 feet from any adjacent property and (y) the areas on the Lot used by such animals shall be kept in a reasonably clean and orderly condition. No pet or other animal may be kept in any front yard of any Lot. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances. Animals kept on the Property shall not create a nuisance, and the following acts (listed here for illustration only and not by way of limitation) shall be deemed to constitute a nuisance: (i) causing damage to the property of anyone other than the animal's owner; (ii) causing unsanitary conditions or any conditions that attract or create an excessive number of flies or other pests; (iii) defecating on any other Lot when the feces are not immediately cleaned up by the responsible party; (iv) barking, howling, whining or making other disturbing noises in an excessive or continuous fashion; (v) harassing passersby by lunging at them or chasing vehicles; (vi) attacking or threatening to attack people or other domestic pets; or (vii) otherwise acting so as to unreasonably bother, annoy or disturb other Owners or Guests or unreasonably interfering with their right of peaceful and quiet enjoyment of their Lots and Units.

6.16 **Septic Tanks.** No septic tank shall be installed upon the Property.

6.17 **External Fuel Storage.** Any tank for storage of fuel must be installed below ground or screened from view.

6.18 **Fireplaces; Evaporative Coolers.** No Unit within the Project shall contain any coal-burning fireplace, stove, or similar device. No Unit within the Project shall contain any wood-burning fireplace, stove, or other similar device unless the same is EPA approved. Evaporative coolers are permitted within the Project, provided that they are not visible from the street.

6.19 **Antennas and Satellite Dishes.** No shortwave radio antennas or large ground-mounted satellite dishes may be installed on any Lot.

6.20 **Solar Equipment.** Solar panels and related equipment are to be integrated into roof design only and may only be installed on the rear of the home unless otherwise specifically authorized in writing by the Committee. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee for all solar equipment installations.

6.21 **Drainage.** No Owner may alter or obstruct the established drainage pattern of runoff water or storm drainage into, from or across the Owner's Lot or any other Lots in the absence of specific approval by the Design Review Committee and the City or pursuant to drainage easements shown on a Plat. For purposes of this Declaration, "established drainage" on any Lot is defined as the drainage pattern and facility in existence at the time that such Lot is conveyed to a purchaser by Declarant whether or not any Improvements are constructed thereon.

6.22 **Excavations.** No excavation shall be made on lands subject to any Plat without the approval of the Design Review Committee and any governmental entity with jurisdiction over such activity.

6.23 **Occupancy; Temporary Structures.** No Lots or Units shall be used for human occupancy, either temporarily or permanently, until a certificate of occupancy is issued by the City. No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot.

ARTICLE 7

ENFORCEMENT

7.01 **Remedies and Enforcement.** Declarant and any Owner shall have the right to enforce this Declaration and the Design Guidelines by appropriate proceedings at law or in equity, including the right to enjoin a violation thereof.

7.02 **Attorneys' Fees and Costs.** Any judgment rendered in any action or proceeding to enforce this Declaration or the Design Guidelines shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

7.03 **Nuisance.** Any act or omission resulting in a breach of this Declaration or the Design Guidelines is hereby declared to be and constitute a nuisance, and every remedy allowed

by law or equity against a nuisance, either public or private, shall be applicable against every such act or omission and may be exercised by Declarant or any Owner.

7.04 **Cumulative Remedies.** All rights, options, and remedies of Declarant or any Owner for the enforcement of this Declaration or the Design Guidelines shall be deemed cumulative and none of such rights, options, or remedies shall be deemed exclusive.

7.05 **Waiver.** The failure to enforce any of the covenants contained in this Declaration or the Design Guidelines shall not constitute a waiver of the right to enforce the same thereafter.

7.06 **Personal Covenant.** To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date such Owner ceases to be the Owner of such Lot.

ARTICLE 8

GENERAL PROVISIONS

8.01 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the address of such Owner for the mailing of property tax notices set forth in the Public Records at the time of delivery or mailing.

8.02 **Successors and Assigns.** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant and each other Owner and their respective heirs, personal representatives, successors and assigns.

8.03 **Limited Liability.** Neither Declarant, the Design Review Committee, nor any member, agent or employee of any of the same shall be liable to any party for any injury, damage, loss, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without notice.

8.04 **Duration of Declaration.** All provisions, covenants, conditions and restrictions contained in this Declaration and all easements created hereunder shall remain in full force and effect in perpetuity.

8.05 **Amendment.**

(a) During the Development Phase, Declarant may unilaterally amend this Declaration at any time. Consent of other Owners shall not be required for any amendment of this Declaration during the Development Phase.

(b) Subsequent to the Development Phase, this Declaration and amendments thereto may be amended by the written consent of Owners holding not less than seventy-five

percent (75%) of the Lots, with each Lot entitling the Owner thereof to one (1) vote, provided that all signatures must be obtained and notarized within a 180-day period.

(c) An amendment or revocation that only requires the execution of an instrument by Declarant shall be effective when executed by Declarant and recorded in the Public Records. An amendment that requires the written consent of Owners shall be effective when executed and acknowledged by the required Owners and recorded in the Public Records.

(d) Notwithstanding the foregoing, any provision of this Declaration that expressly requires the approval of a specified percentage or specified percentages of the Owners for action to be taken under said provision, can be amended only with the written consent of not less than the same percentage or percentages of the Owners.

8.06 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction or matter the assent or affirmative vote of a stated percentage or number of the Owners, such requirement may be fully satisfied by obtaining consents in writing to such transaction or matter from Owners that own the requisite number of Lots. The following additional provisions shall govern any application of this Section 8.06:

(a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner;

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed; and

(c) Any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant, (in its capacity as Declarant), shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant.

8.07 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Project or the Property to the public, or for any public use.

8.08 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in any Lot in the Project shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained, referred to or incorporated herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

8.09 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Project and the

proper maintenance of the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation and construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. The term “person” shall refer to a person or entity. The terms “recorded and recordation” shall refer to recording in the Public Records. The word “shall” is deemed to be imperative and the word “may” is deemed to be permissive. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

8.10 **Severability.** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Declaration.

8.11 **Declarant’s Rights Assignable.** All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

8.12 **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any agreements, instruments, and determinations contemplated by this Declaration.

8.13 **Effective Date.** This Declaration and any amendment hereto, shall take effect upon its being filed for record in the Public Records.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

MAPLE BENCH, LLC

By: _____
Wendell Gibby, Manager

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____
2021 by Wendell Gibby, the manager of Maple Bench, LLC, the signer of the foregoing
instrument.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The following described real property located in Utah County, Utah:

Beginning at a point which is South 87°42'16" West along the Section line 227.55 feet and South 11.01 feet from the North Quarter Corner of Section 13, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 00°50'24" West 505.57 feet; thence North 75°01'49" West 466.65 feet; thence along the arc of a 164.00 foot radius curve to the right 26.20 feet through a central angle of 09°09'14", the chord bears South 19°34'05" West 26.17 feet; thence South 24°07'03" West 51.44 feet; thence North 58°21'38" West 298.41 feet; thence South 47°36'05" West 260.02 feet; thence South 58°21'38" East 174.56 feet; thence South 28°45'51" West 334.06 feet; thence South 12°25'45" West 522.79 feet to the north 1/16th line of the Northwest Quarter of said Section 13; thence South 88°03'19" West along said 1/16th line 1080.75 feet; thence leaving said 1/16th line North 05°30'00" East 49.95 feet; thence North 15°40'00" East 135.99 feet; thence North 20°00'00" East 224.40 feet; thence North 32°15'00" East 450.80 feet; thence South 81°40'50" East 168.63 feet; thence North 75°36'46" East 209.67 feet; thence along the arc of a 128.00 foot radius curve to the right 217.41 feet through a central angle of 97°18'58", the chord bears North 01°24'25" East 192.20 feet; thence North 50°03'54" East 27.37 feet; thence along the arc of a 128.00 foot radius curve to the left 197.93 feet through a central angle of 88°35'50", the chord bears North 05°45'58" East 178.79 feet; thence North 38°31'58" West 73.54 feet; thence along the arc of a 128.00 foot radius curve to the right 89.31 feet through a central angle of 39°58'39", the chord bears North 18°32'33" West 87.51 feet; thence North 89°42'13" East 29.00 feet; thence North 54.72 feet; thence South 60°46'13" East 111.03 feet; thence South 51°40'19" East 39.07 feet; thence along the arc of a 155.93 foot radius curve to the right 101.95 feet through a central angle of 37°27'35", the chord bears South 32°56'32" East 100.14 feet; thence North 65°03'18" East 289.01 feet; thence North 00°00'24" East 25.39 feet; thence North 87°42'16" East 294.77 feet; thence South 34°10'59" East 37.69 feet; thence South 61°55'53" East 53.20 feet; thence North 69°20'46" East 138.91 feet; thence North 83°00'29" East 184.99 feet; thence North 87°42'16" East 291.02 feet to the point of beginning.

Area = 31.99 Acres

EXHIBIT B

SIZE, QUALITY, AND IMPROVEMENT RESTRICTIONS

The following size, quality, and improvement restrictions shall apply to all Units constructed within the Project:

1. Units shall not exceed two (2) stories above grade.
2. Each Unit constructed on a Lot shall have a minimum finished floor area as follows:
 - (a) Single-story Units: three thousand (3,000) square feet on the main floor.
 - (b) Two-story Units: three thousand (3,000) square feet on the main floor and two thousand hundred (2,000) square feet on the upstairs floor.
 - (c) The foregoing square-footage requirements do not include garages, porches, verandas, patios, eaves, overhangs, or steps.
 - (d) Split entry residences are prohibited.
 - (e) Units shall be constructed within the building areas shown on the Plat, provided that front setbacks shall be staggered as determined by the Design Review Committee to avoid the appearance of uniformity of the Units.

The area within a garage, covered or uncovered porch or patio, or a basement shall not be included in the calculation of finished floor area, even if the area is finished.

3. Each Unit shall have at least a two (2) car garage. All garages shall be side-entry garages. Carports are prohibited.
4. The frame of each Unit shall be constructed from 2" x 6" wooden studs or metal studs. The exterior sheathing of each Unit shall be comprised of ¾" plywood.
5. The exterior of each Unit shall consist of masonry material such as stone, brick, rock, stucco, Hardiboard (or equivalent) or a combination thereof, provided that no portion of the front of any Unit shall have a stucco exterior. Not less than seventy percent (70%) of the area of the front of each Unit shall be finished with a natural stone exterior, and not less than thirty percent (30%) of the entire exterior of each Unit shall be finished with natural stone.
6. Each Unit shall have a roof pitch of 5:12 or greater. Roofs shall be covered with architectural shingles or tile or slate. Without limiting the foregoing, no metal or other reflective roof surfaces are permitted.
7. Any accessory structure erected on a Lot must harmonize in design with the Unit on the Lot. No metal buildings shall be allowed within the Project. Large patio structures, trellises, gazebos, and any other appurtenant structures shall be constructed of materials consistent with or complimentary to the colors, textures, and materials approved for the Unit and shall be subject to the prior written approval of the Committee.
8. All exterior lighting must be approved by the Committee. To limit light pollution and to enhance the beauty of the Project, thoughtfully designed up-lighting of homes – i.e.,

lighting from the ground up – is required. Down-lighting of Units – such as lighting in soffits and eaves – is expressly prohibited. Bright white lighting is prohibited. Only low-voltage landscape lighting shall be considered. Carriage lighting is encouraged. Special approval from the Committee may be requested for down-lighting in tennis and sports court areas. Any exceptions to lighting requirements must be provided in writing by the Committee.

9. As set forth in ARTICLE 5 of the Declaration, the Plans and Specifications for each Unit and all other Improvements to a Lot must be approved by the Committee prior to the submission to the City of an application for a building permit with respect to such Unit or other Improvement.

10. Each Lot Owner shall install landscaping in the front yard and street side yard of the Lot prior to the issuance of a certificate of occupancy for the Unit located thereon; *provided, however,* that installation of such landscaping may be reasonably delayed due to weather conditions so long as the landscaping is completed within six (6) months after issuance of the certificate of occupancy for the Unit constructed on such Lot.

11. The required landscaping of each Lot shall include trees (the species thereof subject to the approval of the Design Review Committee) planted and maintained every fifty (50) feet, five (5) feet off the sidewalk, along the boundary of such Lot fronting a street (including any street side yard).

12. All fences erected within the Project shall be constructed with decorative wrought iron, stone, cultured stone, or Simtek-style fencing. No chain link, vinyl, or wooden fences are permitted.

13. All cooling systems shall be placed behind the roof line of any Unit so as not to cause any visual obstructions.