

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
FOX WOOD ESTATES**

This Declaration of Covenants, Conditions and Restrictions for The Hollow is made this ____ day of _____, 2024 by MILLHAVEN DEVELOPMENT, LLC, an Utah limited liability company (“Declarant”).

RECITALS

- A. Declarant is the Owner of that certain real property located in Highland, Utah and described on **Exhibit A** attached hereto (the “Property”).
- B. Declarant desires to provide for the preservation and enhancement of property value and material features of the Community as planned and described by requiring that all owners of any lot within the Community shall take and hold said property subject to these restrictions and covenants.
- C. Therefore, Declarant hereby, subjects the Property to this Declaration.

RESIDENTIAL AREA COVENANTS

- 1. Land use and building type. No lot shall be used except for single family 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 three (3) vehicles.
 - a. Rambler styles
 - i. All homes must have a minimum square footage of **2,500** square feet of living area on the main floor, which must include a basement containing not less than **2,500** square feet. The minimum square footage for a rambler style home on all lots will be **5,000** square feet. The basement is not required to be finished, however, everything above ground must be finished in a timely manner.
 - ii. A rambler style home with bonus space located on a second floor will be treated as a rambler and will be subject to the above stated requirements.

b. Two-story styles

- i. All two-story style homes must have a minimum of **2,000** square feet on the main floor. The second floor must have a minimum of **1,400** square feet and the basement must have a minimum of **2,000** square feet. The total minimum square footage requirements for a two-story style home is **5,400** square feet. The basement is not required to be finished, however, everything above ground must be finished in a timely manner.

Square footage of either style is excluding garages, verandas, carports, patios, porches, steps and bonus space.

- c. Elevations: Regardless of the style of home, the front of the home must be primarily stone, cultured stone, rock, brick or fiberboard siding with limited use of stucco. Stucco can be used on the side and back elevations of the home, however, side and back elevations need elements of the aforementioned materials as a wainscot or in other elements such as gables or pop outs. Vinyl siding shall not be used on any home. All homes must be approved by the Architectural Review Committee prior to the commencement of construction.
2. Construction Commencement: Construction on a home shall commence no later than five years (sixty months) after purchase from Declarant.
 3. Storage Tanks. No tank of storage of fuel may be maintained above the surface of the ground.
 4. 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 Highland City.
 5. Building Material Storage. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements and/or new construction are to be erected and shall not be placed in the streets or between the curb and the property line.
 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

7. Nuisances. 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. No in-home businesses may be operated that would cause excessive noise, traffic, parking congestion, or any other inconvenience to other property owners.
8. Signs. 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 2 feet by 3 feet in size advertising a specific unit for sale 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. One sign relating to the construction of the home will be allowed on the property. Any such sign shall not exceed 4 feet by 4 feet in size and must immediately be removed upon occupancy by the owner. No model home signs are allowed.
9. Satellite Dishes and Antennae. Only mini satellite dishes are allowed (no full-sized satellite dishes). No visible antennae are allowed.
10. Trash. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage disposal service.
11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
12. Detached Buildings. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved by the Architectural Review Committee.
13. Fencing. No new fence, wall hedge, or other dividing structure shall be higher than 3 ½ (three and one half) feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 (six) feet in height. Fencing material shall be at the discretion of the property owner, however, no chain link or real wood fencing shall be allowed. Fencing shall be in accordance with Highland City ordinances and all owners shall obtain the proper permits prior to erecting a fence.
14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles including trucks shall be parked or stored on the front yard setback of any lot, or within the side yard

building setback on the street side or a corner lot, or on the residential street except while engaged in transportation. Trailer, motor homes, mobile homes, trucks with over three-quarter ton hauling capacity, boats, campers, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. Facilities for hanging, drying and airing clothing or household fabrics shall be appropriately screened from view.

15. Maintenance. Every lot, including the improvements in said Development shall be kept in good repair and maintained by the owner in a clean, safe and attractive condition. Lots shall be kept free of weeds and debris. Furthermore, nothing shall be stored on the lot prior to home construction.
16. Landscaping. All lots will incorporate the following elements as part of their landscape and home design within the first growing season (April 1st - October 31st): Standard approved rear perimeter fencing, side yard fencing, front and side: lawn, shrubs, and tree landscaping. All landscaping will be regularly maintained and kept in a pleasing and well-groomed condition. With the construction of a new home, owner or developer of each lot will plant and maintain a minimum of three approved species of trees in the front set back area and a minimum of two additional approved trees elsewhere on the property.
17. Prohibited Trees. The following trees, because of the undesirable characteristics for a residential area, are prohibited in this subdivision: Ailanthus Altissima (Tree of Heaven), Placanus Occidentalis (American Plane Tree), Populus Acuminata (Lace Leaf Poplar), Populus Alba (Silver Poplar), Populus Alba Bolleana (Bolleana Poplar), Populus Angustifolia (Narrow Leaf Poplar), Populus Deltoides (Carolina Poplar), Populus Fremontii (Fremont's Poplar), Populus Nigra Italica (Lombardy Poplar), Robina Pseudoacacia (Black Locust), Ulmus Pumila (Siberian Elm), and Russian Olive. Fruit bearing trees are also prohibited in the front and side setback areas.
18. Landscape Timing. All lots must be improved with either a home with landscaped grounds or regularly maintained landscaped grounds consisting of the entire parcel, within one year of the completion of the home. Any portion of a yard that is not landscaped, must be adequately fenced and not visible from any adjoining road.

NEW BUILDING PROCEDURES

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

1. PRELIMINARY DRAWINGS shall be submitted for approval. Drawings shall include the following:
 - a. Plot plan to scale of the entire site with buildings located and elevation of floors shown above or below a designated point on the street
 - b. Floor plans of each floor level to scale
 - c. Elevations to scale of all sides of the home
 - d. One major section through the house
 - e. A perspective (optional but useful)
 - f. Specifications of all materials to be used on the exterior of the residence
 - g. Details of any outbuildings
2. WORKING DRAWINGS shall be filed for approval and accepted before construction begins. Working drawings shall include the following:
 - a. Plot Plans to scale showing the entire site, building, garages, outbuildings, drives, fences, approved front lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the building and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
 - b. Detailed floor plans
 - c. Detailed elevations, indicating all materials and showing existing and finished grades
 - d. Detailed cross sections, cross and longitudinal
 - e. Details of cornices, porches, window, doors, garages, garden walls, out buildings, steps, patios, fences, approved front yard lights, etc.

Specifications shall give complete descriptions and samples of materials to be used. This will be supplemented with a notation of the colors of all materials to be used on the exterior of the buildings.

3. ARCHITECTURAL AND LANDSCAPE COMMITTEE

Jeremy Ackley or his appointee and/or assign, shall constitute the Architectural and Landscaping Committee. An architectural and landscape review fee in the amount of \$1,000 shall be due upon submitting plans.

4. COMMITTEE PROCEDURE

- a. The Committee shall accept or reject
 - i. Preliminary Plans of proposed residences and outbuildings (as defined herein)
 - ii. Final Plans of proposed residences and outbuildings (as defined herein)
 - iii. Planning Problems or complaints by property owners.
- b. The Committee shall act within fourteen (14) days on the preliminary plans and notice will be given to the parties concerned.
- c. The final plans shall be delivered to the Committee which shall accept or reject them within seven days and so notify the owner.
- d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where the Owner shall be informed of the nature of the causes of the action so that the Owner can take the steps necessary toward obtaining approval of the plans.
- e. The Committee has the authority to judge buildings, materials, fences, painting, exterior finishes, etc. on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, permanence of materials, etc. All decisions of the Committee shall be final.
- f. In the event that the Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been

commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the structure shall conform to and be in harmony with the existing structures in the Subdivision and with the other provisions herein contained.

5. GENERAL PROVISIONS

- a. Extent of Obligation. These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the Subdivision.
- b. Amendment. These Covenants can be terminated or amended by agreement in writing, signed by two-thirds (2/3) of the property owners of the Subdivision.
- c. Use, Occupancy and Use Protection. Lots within the Subdivision shall be used only for residential purposes. Owners in the Subdivision shall not rent any portion of their property to more than one family or individual.
- d. Group Homes. Group homes are not allowed in this Subdivision. A Group home shall be defined as a home where more than three unrelated individuals reside.
- e. Restriction on Further Community. No Lot may be further subdivided or separated into small Lots by any Owner, and no portion consisting of less than all of any such Lot, nor any easement or other interest in this Declaration, shall be conveyed or transferred by an Owner. This covenant shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.
- f. Vehicular Parking, Storage, RV's and Repairs. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Subdivision; except within any enclosed garage that allows for vehicle storage, or in the case of a boat or RV, temporary repair (not to exceed 72 hours).
- g. Noxious and Other Activities. Noxious, destructive, offensive or unsanitary activity shall not be carried out in a Home or within the Subdivision. No Owner or occupant may use or allow the use of a Home of any portion of the Subdivision at any time, in any way, which may endanger the health or property of other

occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or occupants.

- h. Pets. No Owner may keep, breed or maintain any pet or animal for commercial purpose.
- i. Large Animal Rights. The lots in the subdivision may be entitled to have large animal rights. Large animal rights shall be determined by Highland City Code.
- j. Enforcement. In the event of violation of any of these covenants, the Architectural Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne first by the party found in violation, and if any residual exists, then by all property owners equal to the number of lots they won divided by the total lots in the Subdivision.
- k. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
- l. No Recourse. The protective covenants, conditions, and restrictions set forth in the Declaration are established for the benefit of this subdivision. Any damage, loss, claim, or liability which might arise due to any decision, act or failure to act regarding this Declaration, by the Undersigned or any of its agents, shall be exempt from any civil claim or action brought by any person owning or having an interest in any Lot or property within the Subdivision, or by any other person. The Undersigned shall be held harmless from any such action or failure to act and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied). Any errors or omissions in the design of any building or landscaping in violation of city or county ordinances is the sole responsibility of the Owner/Buyers. In the event proper procedures have not been followed in regard to any of these covenants, conditions, and restrictions, these covenants, conditions, and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property owners.

Dated this _____ day of _____, 2023

Millhaven Development, LLC

Jeremy Ackley, Manager

STATE OF UTAH)

COUNTY OF UTAH)

The foregoing Declaration was acknowledged before me on this ____ day of _____, 2024, by Jeremy Ackley as authorized agent for Millhaven Development, LLC, a Utah limited liability company.

Witness my hand and official seal.

Notary Public

My Commission Expires: