

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

**BROOKSFIELD COUNTRY ESTATES - LEHI, UTAH**

plus any subsequent plats of the following described real property.

THE UNDERSIGNED OWNER(s) in fee of the following described real property:

*Commencing at a point located South 00 00'12" East along the Section line 30.53 feet and West 1041.21 feet from the East quarter corner of Section 33 Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 00 02'18" East along a fence line 783.00 feet; thence North 89 59'57" West 700.36 feet; thence South 00 00'20" West 12.00 feet; thence North 89 59' 57" West 294.38 feet; thence North 11 57'15" West 12.27 feet; thence North 89 59'57" West 227.68 feet; thence North 01 05'52" West along the Easterly boundary line of North Bench Estates Subdivision, Plat "A", Lehi, Utah 346.92 feet; thence North 89 50'31" East 49.96 feet; thence North 01 06'24" West 432.85 feet; thence North 89 50'40" East 1189.47 feet to the point of beginning*

do hereby make the following declarations as to limitations, restrictions and uses to which the land may be put, hereby specifying that the said declaration shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of the above described land, this declaration of restrictions being designated for the purpose of keeping the area desirable, uniform, enhancing and protecting the value, desirability, and attractiveness of the lands within said area and every part there of.

**NOTE: ALL COVENANTS, AGREEMENTS & RESTRICTIONS, IN EVERY INSTANCE, ARE TO MEET OR EXCEED THOSE REQUIRED BY LEHI CITY.**

A. AREA COVENANTS

ENT 56400:2000 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Jul 19 4:05 pm FEE 18.00 BY SB  
RECORDED FOR FIRST AMERICAN TITLE CO

- A-1. Land Use and Building Type. Land shall be used for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, each having an attached garage for not less than two nor more than three automobiles. Garage dimensions shall not be less than 22 feet in depth x 22 feet in width, having 8' high OH doors.
- A-2. Dwelling Quality and Size. Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded. Dwelling exteriors shall consist of brick, stone or rock and stucco. More specifically, front and end exterior walls shall have a minimum of 32 inches of brick, stone or rock with the remainder in stucco. All windows and doors are to be banded with no less than stucco. Overhead garage doors are to be banded with brick. The rear elevation of the home may be stucco only. Brick should be encourage to greatest degree possible. Aluminum to be used on trim only - soffits, fascia, rain gutters etc. No aluminum or vinyl siding shall be permitted.

One story dwellings, the ground floor area shall not be less than 1700 square feet *plus* a full basement, finished or unfinished.

Split level designs, shall not be less than 1800 square feet, plus a full basement. Only the ground level and finished areas above the ground level count toward the 1800 square foot minimum requirement. Areas specifically excluded from the 1800 square foot requirement are: finished or unfinished, which step down from the ground floor area.

Two story dwellings, the ground floor area shall not be less than 950 square feet with not less than 1100 square feet in the upper level for a total of 1950 sf of finished space, plus a full basement, finished or unfinished.

One/one-half story dwellings, the ground floor area shall not be less than 1600 square feet with not less than 800 square feet in the upper level. Plus a full basement, finished or unfinished.

Exception square footage requirements for homes built on corner lots may be reduced by up to ten percent (10%). All other construction shall comply with the requirements as stated above.

**Important Note:** Minimum square footage shall be exclusive of garage & open porches. The minimum width of homes shall be 54 feet. Log homes & pre-constructed homes are not permitted. Roofing shall in all cases be architectural style shingles and all earth tones.

- A-3. Additional Detached Garages, Shops and Out Buildings. All such additional buildings shall be designed situated on lots, and constructed of the same quality materials and workmanship, with the same provisions as are required for the homes except that exteriors may be all stucco. In every case, additional detached garages, shops and out buildings shall meet the most current Lehi Building and Safety Codes and zoning ordinances.
- A-4. Use of Land. No land shall be used, and no building or structure shall be constructed, enlarged, moved or maintained except in conformity with the use, area, frontage and other regulations as set forth by the applicable zoning ordinances of Lehi City or these covenants, whichever is the more restrictive. Driveways shall be all concrete or similar concrete product.

- a. No structure of a temporary character, tent, shack, trailer, basement, garage, or other out-building shall be used at any time as a residence.
- b. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the area. In any case, all home business activity shall meet Lehi City ordinances.
- c. On-site parking shall be provided on each lot sufficient to accommodate all vehicles, boats and RV's of any nature. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot, excepting, inoperable vehicles may be kept upon the premises when stored in a totally enclosed building. No junk vehicles of any type shall be allowed. Commercial equipment (trucks, graders, loaders, etc.) are not to be parked in the area except during construction periods. No vehicles may be stored on the street.
- d. All areas of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by contractor of that project or lot owner to a "like new" condition.
- e. No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the owner. No unsightly materials or objects are to be stored on any lot in view of the general public.

A-5. Lot Area, Frontage - Front, Side and Rear Set Back.

- a. No lot shall have an area less than 15,000 sq. feet except as may be specifically provided on the approved plat map.
- b. Lot frontage shall be a minimum of 100 feet, with exception of inside corner and cul-de-sac lots or as specifically allowed by the approved subdivision plat map.
- c. Front yard set back shall be a minimum of 25 feet from back of sidewalk per Lehi City Standards
- d. Side yard set back shall be a minimum of 10 feet excepting where side yard is next to a street which shall have a minimum of 25 feet per Lehi City Standards
- e. Rear yard set back shall not be less than 30 feet per Lehi City Standards.

- A-6. Pets. All pets are to be confined to their owners lot, and not become an annoyance or nuisance to the area. Not more than 2 pets per lot are allowed. Non-domesticated animals are not permitted. Animals of any type kept and/or trained for the purpose of fighting are not permitted. Dog kennels are not permitted. All pets shall meet existing Lehi City ordinances.

- A-7. Fencing. Owners of lots backing up to 3200 North shall have a fence separating 3200 North and said lots. These owners shall be responsible for maintaining the fence on both sides in a manner consistent with the original design. Fencing materials for this fence shall at a minimum consist of brick columns (2 feet x 2 feet) with ornamental concrete caps at 100 feet on center. A 6 foot grade "A" white vinyl privacy fence with posts at 10 feet on center shall be constructed between said columns. Fencing within the subdivision shall not exceed 6 feet in height; shall be of Grade "A" white vinyl consistent in all cases with the fencing along 3200 North and shall meet or exceed the Lehi City ordinance for fencing. No variations shall be allowed without approval of the architectural committee.
- A-8. Landscape. Front and side yards are to be landscaped within 12 months from date of occupancy. Rear yard to be landscaped within 12 months from occupancy date. In no case shall dirt be piled on a lot for more than 2 months. No less than 75% of the lots front yard excluding the dwelling, buildings and driveway is to be landscaped with lawn. Planter strip areas shall be planted in grass only. No gardens may be kept in the front yard.
- A-9. Lawn Maintenance. All lawns, including the planter strip between the curb and the sidewalk, shall be kept free of weeds and cut on a regular basis and shall generally be well maintained.
- A-10. Antennas and other. No antennas or any other such structures or listening devices shall be constructed or erected on the lot or on the house except for a single 12" satellite T.V. dish or t.v. antenna, both of which must be erected on the roof at the rear of the building and may not be visible from the street.

B. TREES

- B-1. A minimum of 2 tree shall be planted in each yard within 18 months after occupancy. In the case of a transfer of ownership within the 18 month period, the 2 tree minimum shall be within 12 months after said new owner takes residency. To the degree possible, owners shall try not to obstruct the views of their neighbors.
- B-2. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk. The following trees with their undesirable characteristics are prohibited:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Russian Olive
Platanus Occidentalis	Tree of Heaven
Populus Alba	American Plane Tree
Populus Alba Bolleana	Silver Poplar
Populus Angustifolia	Bolleana Poplar
Populus Deltoides	Narrow-leaf Poplar
Populus Fremontil	Carolina Poplar
Populus Nigra Italica	Fremont's Poplar
Robinia Paeudeacacia	Lombardy Poplar
Ulmus Pumila	Black Locust
	Siberian Elm
	Chinese Elm

C. GENERAL PROVISIONS

C-1. The said 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 in charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said area, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners.

C-2. All home plans, including exterior elevations showing materials to be used must be submitted to and approved by the architectural and guidelines review committee prior to construction. The review committee shall have 10 business days from the date of submission to approve or deny the plans. A failure to respond by the review committee within 10 business days shall constitute an automatic approval. The review committee reserves the right to reject any plans that do not specifically meet the criteria outlined in these CC&R's. Any variations or modifications to these CCR's must be specifically approved in writing by all signatories on these CCR's or their assigns.

D. SEVERABILITY

D-1 Invalidation of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 19<sup>th</sup> day of July, 2000.

Brooks Enterprises, L.C., by

Lloyd R. Brooks, Manager  
Lloyd R. Brooks, Manager

Linda A. Brooks, Manager  
Linda A. Brooks, Manager

STATE OF UTAH  
County of Utah

On this 19<sup>th</sup> day of July, A.D. 2000, personally appeared before me, a Notary Public in and for the State of Utah, Lloyd R. Brooks and Linda A. Brooks, the signers of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public Marnae Ballantyne

My commission expires Jan 11, 2003 Residing at Ut. County

