

DECLARATION OF PROTECTIVE COVENANTS.

THE UNDERSIGNED OWNER in the fee of following described property DRY CREEK ESTATE, Plat A Lots.

PLat A Lots  
1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19and 20..

Do hereby make the following declarations as to the limitations, restrictions, and uses to which the land may be put to use, 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.

A. AREA COVENANTS Plat A Lots

1,2,3,4,5,6,7,8,9,12,13,14,15,16,17,18,19and 20.

ENT 13892 BK 3893 PG 127  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 FEB 21 9:20 AM FEE 39.00 BY AC  
RECORDED FOR LEHI CITY

A-1. Land use and Building Type Land shall be used for residential purposes only. No dwelling shall be erected, alters, placed, or permitted to remain on any lot other than single family dwellings not to exceed two stories in height, each having an attached private garage for not less than two nor more than three automobiles.

A -2 Dwelling Quality and Size All dwelling shall be of quality workmanship and materials. Dwellings shall consist of not less than 20 percent brick, rock or Stucco. Any exception must be approved by the architect committee. The ground floor area and upper level of the one story dwelling shall not be less than 1200 square feet

Split level designs only the ground level and the first level above the ground level count toward the 1200 square footage requirement. ( Areas specifically excluded from the 1200 square foot requirement: 1-any area finished or unfinished, which steps down from the main/ground floor area, 2- any area finished or unfinished above the main-ground floor area other than the "first immediate level " above same. 3- any area, finished or unfinished above the garage.)

The ground floor area of the two story dwellings shall not be less than 1000 square

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feet with not less than 400 square feet in the upper level.

Said minimum square footage require shall be exclusive of garage and open porches.  
Log Homes and pre-constructed homes are not permitted.

A-3. Detached Garages, Shops and out Buildings. All such buildings shall be designed, situated on lots, and constructed of quality materials and workmanship which will enhance the area.

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### A-4. Use of Land

a. 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.

b. No structure of a temporary character, tent, shack, trailer, basement, barn or other out-building shall be used at any time as a residence, either temporarily or permanently.

c. 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.

d. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot, excepting, inoperable vehicle may be kept upon the premises when stored in a totally enclosed building. No junk vehicle of any type allowed. Commercial equipment (Trucks, Graders, loaders, Etc,) are not to be parked in the area except during construction periods, Agriculture equipment for operating and maintaining the land is permissible, Said equipment for operating is to be maintained in good repair.

e. No lot shall be used as a dumping ground for dumping 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.

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f. All area of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by the contractor of that project or the lot owner

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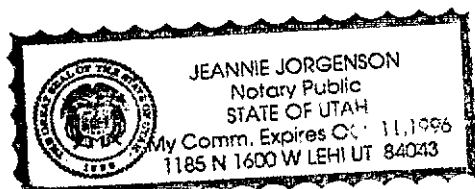
A-5. Pets All pets are to be confined to their owners lot, and not become an annoyance or nuisance to the area. Not more than two dogs and three cats are allowed.

NOTE: Permitted animals are to be confined to owners lot, and not become an annoyance or nuisance to the area. Owners are responsible for fencing and required maintenance thereof for confinement of animals. Fencing materials used shall meet the standards of the area, and shall be maintained to conform with the desirability and attractiveness of the area.

A-6 Lots 10,11,Plat A are approved for multi-unit dwelling  
Each lot is restricted to no more than 1(six) unit building.

SEVERABILITY 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 13 day of FEB. 1996



*Jeannie Jorgenson*

*James J. [Signature]*

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B. AREA COVENANTS Plat A Lots ,10,11 ,(R3-Zone).

B-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 six unit single family dwellings not to exceed two stories in height

B -2 Dwelling Quality and Size All dwelling shall be of a quality of workmanship and materials. . Dwellings shall consist of not less than 30 percent brick, rock or Stucco

B-3. Detached Garages, Shops and out Buildings. All such buildings shall be designed, situated on lots, and constructed of quality materials and workmanship which will enhance the area.

B-4. Use of Land

a. 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.

b. No structure of a temporary character, tent, shack, trailer, basement, barn or other out-building shall be used at any time as a residence, either temporarily or permanently.

c. 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.

d. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot, excepting, inoperable vehicle may be kept upon the premises when stored in a totally enclosed building. No junk vehicle of any type allowed. Commercial equipment (Trucks, Graders, loaders, Etc,) are not to be parked in the area except during construction periods, Agriculture equipment for operating and maintaining the land is permissible, Said equipment for operating is to be maintained in good repair.

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e. No lot shall be used as a dumping ground for dumping 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.

f. All area of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by the contractor of that project or the lot owner.

**B-5. Pets** All pets are to be confined to their owners lot, and not become an annoyance or nuisance to the area. Not more than two dogs and three cats are allowed.

**NOTE:** Permitted animals are to be confined to owners lot, and not become an annoyance or nuisance to the area. Owners are responsible for fencing and required maintenance thereof for confinement of animals. Fencing materials used shall meet the standards of the area, and shall be maintained to conform with the desirability and attractiveness of the area.

**B -6** Lots 10,11,Plat A are approved for multi-unit dwelling  
Each lot is restricted to no more than 1(six) unit building.

**C -1** In order to assure uniformity of street appearance, no trees are to be planted upon city property on the street side of any through sidewalk. The following trees, because of their undesirable characteristics are prohibited in the said area.

<u>Species Name</u>	<u>Popular or common Name</u>
Platanus Occidentalis	Tree of heaven
Populus Alba	American Plane tree
Populus Alba Bollenana	Silver Poplar
Populus	Bolleana Poplar
Populus Deltoides	Narrow - Leaf Poplar
Populus Fremontil	Carolina Poplar
Populus Nigra Italica	Fremonts Poplar
Robinia Paeudeacaia	Lombardy Poplar
Ulmus Pumila	Black Forest
Ailanthus Altissima	Russian Olive
	Siberian Elm
	Chinese Elm

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D. GENERAL PROVISIONS

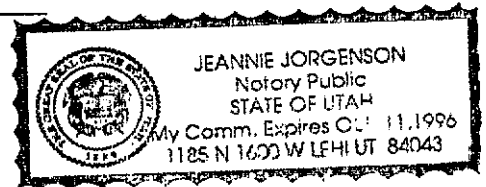
ENT 13892 BK 3893 PG 132

D-1 The said covenants, conditions, restrictions, and reservations shall be perpetual and shall apply to and be 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 successor and assigns as general plan for the benefit of the said area.

SEVERABILITY 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 13 day of FEB 1996

*[Handwritten signatures]*



*Jeannie Jorgenson*  
10-11-96