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**DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, AND RESTRICTIONS**

ENT 68686 BK 3258 PG 157  
NINA B REID UTAH CO RECORDER BY MB  
1993 SEP 30 11:28 AM FEE 18.00  
RECORDED FOR VALLEY TITLE COMPANY

**THE UNDERSIGNED OWNER in fee of the following described real property:**

Beginning at a point which is North 89 deg. 56'26" East along the Section line 42.40 feet and North 16.98 feet from the South Quarter Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 1 deg. 17'04" West 265.094 feet; thence South 89 deg. 56'35" East 496.26 feet; thence North 1 deg. 10'51" West 453.788 feet; thence South 89 deg. 58'03" West 495.691 feet; thence North 1 deg. 14'43" West 348.834 feet; thence North 89 deg. 59'27" East 1377.97 feet; thence South 0 deg. 00'02" East 1085.302 feet; thence North 89 deg. 56'26" West along the Section line 562.66 feet; thence North 1 deg. 49'11" West 264.853 feet; thence South 83 deg. 09'36" West 22.27 feet; thence South 83 deg. 09'37" West 46.99 feet; thence South 68 deg. 47'26" West 70.70 feet; thence South 61 deg. 14'17" West 68.41 feet; thence South 52 deg. 27'34" West 132.86 feet; thence South 25 deg. 12'08" West 29.15 feet; thence South 12 deg. 13'41" West 47.18 feet; thence South 4 deg. 06'19" West 32.53 feet; thence North 89 deg. 17'18" West 459.91 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 thereof.

**A. AREA COVENANTS**

**A-1. Land Use and Building Type.** Land shall be used for residential and/or agriculture 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 private garage for not less than two nor more than three automobiles.

**A-2. Dwelling Quality and Size.** All 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. Dwellings shall consist of not less than 50 per cent brick.

The ground floor area of one story dwellings shall not be less than 1500 square feet.

A-2 Cont. Split level designs, only the ground level and the first level above the ground level count toward the 1500 square footage requirement. (area's specifically excluded from the 1500 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 over the garage)

The ground floor area of the two story dwellings shall not be less than 1250 square feet with not less than 1100 square feet in the upper level.

Said minimum square footage required shall be exclusive of garage and open porches. All dwellings are to have a roof pitch of not less than (5/12). Mobile homes, 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. Buildings and/or corrals for housing livestock shall be placed a minimum of 70 feet from rear lot line and 120 feet from all homes, including placement of future homes to be located on adjoining lots (use minimum set backs to determine location of future dwellings).

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, garage, 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 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. Agriculture equipment for operating and maintaining the land is permissible. Said equipment is to be maintained in good repair.

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.

f. All areas 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.

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

a. No lot shall have an area less than 15,000 sq. feet.

b. Lot frontage shall be a minimum of 100 feet excepting corner lots which require a minimum frontage of 110 feet.

c. Front yard set back shall be a minimum of 45 feet, excepting along 600 East shall be a min of 60 feet.

d. Side yard set back shall be a minimum of 15 feet excepting where side yard is next to a street which shall have a minimum of 30 feet excepting a minimum of 45 feet is required for a side yard along 600 East Street.

e. Rear yard set back shall not be less than 50 feet.

**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.

**A-7. Livestock.** Lots having 40,000 sq feet "one acre", livestock shall be limited to horses, cattle and sheep, with a maximum of 2 head per acre, on horses or cattle, 3 head per acre on sheep. If multiple of these livestock is desired, the combination of total numbers cannot exceed 3 head per acre.

**A-8. Other animals.** Chickens, ducks, geese and other types of fowl, and rabbits are permitted on lots of "one acre". However, numbers are not to exceed 12, whether it be one kind or a combination thereof. Dog kennels, hogs, and mink are not permitted, also fox, wolf, and other non-domesticated animals are not permitted. Animals of any type kept and/or trained for the purpose of fighting are not permitted.

**NOTE:** Permitted livestock and other 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. TREES PROHIBITED**

B-1. 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, because of their undesirable characteristics are prohibited in the said area:

<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 Fremontii	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.

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 29 day of Sept, 1993

Quone W. Brinson  
Mary Ellen Luford

(Individual)

STATE OF UTAH  
COUNTY OF *Wasatch* ss.

On the *29<sup>th</sup>* day of *September*, A.D. 19*93*, personally  
appeared before me *Naomi Winford & Mary Ellen M. Winford*  
the signer(s) of the above instrument, who duly acknowledged to me that *he* executed the  
same.



JOYCE W. CLARK  
NOTARY PUBLIC-STATE OF UTAH  
149 EAST 136<sup>th</sup> SOUTH  
OREM UTAH 84058  
COMM. EXP. 9-4-94

*Joyce W. Clark*  
Notary Public residing at:

My Commission Expires: *9/4/94*