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**AMENDED**  
**DECLARATION OF PROTECTIVE COVENANTS,**  
**AGREEMENTS, AND RESTRICTIONS**  
North Bench Manor Subdivision Plat "B"

plus any subsequent plats of the following described real property located in Lehi, Utah.

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

Beginning at a point which is North 89 Deg. 55' 51" East along the Section line 1642.29 feet and North 19.00 feet from the Southwest Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 Deg. 43' 17" East 509.26 feet to a fence post; thence along a fence line North 0 Deg. 30' 45" West 1729.35 feet; thence along a fence line North 33 Deg. 45' 38" West 17.00 feet; thence along a fence line South 89 Deg. 43' 18" West 501.956 feet; thence South 0 Deg. 20' 33" West 1115.451 feet; thence East 29.009 feet; thence South 0 Deg. 25' 52" West 628.035 feet to the point of beginning. Excluding therefrom, North Bench Manor Subdivision Plat "A".

Beginning at a point which is North 89 Deg, 55' 51" East along the Section Line 1247.00 feet and North 305.29 feet from the Southwest Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 356.00 feet; thence North 88 Deg. 57' 37" East 370.95 feet; thence South 00 Deg. 34' 21" West 20.52 feet; thence East 29.331 feet; thence South 00 Deg. 25' 52" West 334.995 feet; thence South 88 Deg. 57' 37" West 397.56 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.

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

**A. AREA COVENANTS**

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.

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 and stucco, not less than 30 percent brick (minimum 3 feet on all exterior walls). Aluminum to be used on trim only - soffits, fascia, rain gutters etc.

One story dwellings, the ground floor area shall not be less than 1500 square feet. Plus a full basement, finished or unfinished.

Split level designs, only the ground level and first level above the ground level count toward the 1500 square foot requirement. Plus a full basement, finished or unfinished. Areas specifically excluded from the 1500 square foot requirement are:

- a. finished or unfinished, which step down from the main/ground floor area.
- b. finished or unfinished, above the main/ground floor area other than the first immediate level above said ground floor.
- c. finished or unfinished over the garage.

Two story dwellings the ground floor area shall not be less than 1000 square feet with not less than 1200 square feet in the upper level. Plus a full basement, finished or unfinished.

One/one-half story dwellings the ground floor area shall not be less than 1250 square feet with not less than 800 square feet in the upper level. Plus a full basement, finished or unfinished.

Note: Minimum square footage shall be exclusive of garage & open porches. Roof pitch shall not be less than 5/12. Log homes & 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.

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.

- 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.
- 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.
- 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.

- 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.
- b. Lot frontage shall be a minimum of 100 feet.
- c. Front yard set back shall be a minimum of 30 feet from back of sidewalk.
- d. Side yard set back shall be a minimum of 12 feet excepting where side yard is next to a street which shall have a minimum of 25 feet.
- e. Rear yard set back shall not be less than 30 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. 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.

A-7. Fencing.

Fencing materials shall meet the standards of the area, and shall be maintained to conform with the desirability and attractiveness of the area.

A-8. Landscape.

Front and side yards are to be landscaped within 12 months from date of occupancy. Rear yard to be landscaped within 24 months from occupancy date.

**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:

<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.

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 6 day of OCT, 19 98

William Elton Janice Elton

STATE OF UTAH  
County of Utah

On the 6 day of October, A. D. 1998, personally appeared before me,  
a Notary Public in and for the State of Utah, William Elton and  
Janice Elton the signer(s) of the above instrument, who duly  
acknowledged to me that they executed the same.

Notary Public Dianna Webb

My commission expires 5/27/2000 Residing at Lehi, Utah

