

73/8 Caliber Homes  
PO Box 1185  
Draper, UT  
84020

**COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
NORTH LAKE SUBDIVISION, LEHI, UTAH  
PLAT "H"**

ENT 110523:2004 IPG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Sep 28 2:18 pm FEE 73.00 BY SN  
RECORDED FOR CALIBER HOMES

We, the undersigned, owners of the following described real property, to-wit:

Plat "H" of North Lake Subdivision do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the North Lake Subdivision Plat "H", shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned plats as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said addition, this declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

**A. AREA OF APPLICATION**

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above described property.

**B. ARCHITECTURAL AND LANDSCAPE COMMITTEE**

In order to accomplish the purposes of these covenants, conditions, and restrictions an architectural and landscape committee is hereby established to oversee and enforce the covenants, conditions and restrictions set forth herein.

1. **Committee Member Qualifications:** The Architectural and Landscape Committee shall consist of three members according to the following criteria:
  - a. The initial members of the Committee are to consist of two representatives appointed by the owners as shown in this document and a representative appointed by the Lehi Planning Commission.
  - b. With the exception of the initial members, all members of the Committee must be residents at the time of their appointment.
2. **Committee Member Term:** The maximum term for an Architectural and Landscape Committee member shall be 24 consecutive months, with the following exceptions:
  - a. The initial Committee members as previously defined will serve until such time as 25% of the lots of all plats of North Lake Subdivision have been approved for construction through the committee.
  - b. Should any member move his residence outside of the subdivision, the member shall be disqualified to serve and the committee shall declare a vacancy.
  - c. In the event of death or resignation of any member, the remaining members of the Committee shall have full authority to appoint another member to fill the vacancy.

**C. RESIDENTIAL AREA COVENANTS**

1. **Land Use and Building Type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling. No modular homes are allowed on the lots.
2. **Dwelling Size:** Each finished dwelling must meet or exceed the following minimum living area sizes: || ENT 110523:2004 PG 2 of 8
  - a. *Single story* homes, shall not be less than 1000 square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc.
  - b. *Split-level* homes, shall not be less than 1200 square feet excluding garages, porches, verandas, carports, patios, etc. and shall include the following restrictions: (1) The main floor shall not be less than 850 square feet; (2) The main floor area is defined as any floor area above finished grade.
  - c. *Two-story* homes, shall not be less than 1450 total combined square footage, the same as allowed in other residential zones in Lehi City, excluding garages, porches, verandas, carports, patios, etc. and shall include the following restrictions: (1) An attached two car garage is required.
3. **Dwelling Height:** No dwelling shall exceed a height of 35' as measured from the finished grade adjacent to main floor living area to the highest roof ridge. Any deviation from this requirement must be approved in writing by the Architectural Committee and may also require a variance from Lehi City.
4. **Garages:** Each dwelling is to be provided with a two (2) car enclosed garage as a minimum. Garages may be attached or detached. Where possible, a side entry, detached or rear loading garages are encouraged to present a varied streetscape.
5. **Driveways:** No shared driveways shall be permitted.
6. **Roof Type:** The roof material shall be a minimum 20-year, architectural grade (subject to Architectural Committee approval for color and grade) or wood shingle or tile.
7. **Roof Pitch:** Rooflines shall be according to the following restrictions: (1) Single story homes shall have a minimum roof pitch of 6 in 12; (2) Split level and two-story homes shall have a minimum roof pitch of 5 in 12.
8. **Side Yard and Rear Yard Setbacks:** Side yard and rear yard setbacks shall conform to the rules as provided by the PRD approval for the subdivision.
9. **Exterior Building Materials:**
  - a. No structure shall be built with less than 70% masonry, brick, stucco or stone on all exterior elevations. The calculation for the required percentage shall not to include doors or windows.
  - b. Log Homes and log siding shall be prohibited.
  - c. Examples of material types and colors shall be submitted to the Architectural Committee for review and approval. Exterior material colors shall be selected as not to be distracting or unique.

d. Any deviation from these requirements must be approved by Lehi City.

9. **Exterior Building Elevations:** Dwelling elevations shall vary from lot to lot and no elevation configuration, exterior façade, or floor plan shall be duplicated on adjacent lots having common side lot lines, or lots on opposite sides of the road which have common frontage.

10. **Landscaping:**

ENT 110523:2004 PG 3 of 8 ||

- a. Each individual lot shall be completely landscaped by the title-holder within 1 year of the issuance of a certificate of occupancy, including automatic sprinkler systems.
- b. Each lot must be fully landscaped within five years of the recordation of a deed transferring title to the property regardless of whether any construction on the property has been commenced.
- c. 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 sidewalks without specific approval in writing of the Architectural Committee.

The following trees, because of their *desirable* characteristics, are recommended in the North Lake Subdivision:

**Popular or Common Name**

Maple

Ash

Aspen

Thornless Honey Locust

All other trees as approved by the Architectural Review Committee

The following trees, because of their *undesirable* characteristics, are prohibited in the North Lake Subdivision.

**Popular or Common Name**

Tree of Heaven

American Plane Tree

Lace Leaf Poplar

Silver Leaf

Bolleana Poplar

Narrow-leaf Poplar

Carolina Poplar

Fremont's Poplar

Lombardy Poplar

Black Locust

Siberian Elm

11. **Fencing:**

- a. Prior to construction, all fences must be approved by the Architectural Review Committee.
- b. No fence, wall, hedge or other dividing structure shall be permitted within the front yard setback. No fence, wall, hedge or other dividing structure on any other portion of the lot shall be over 6 feet in height.

- d. Chain link fencing shall not be allowed other than for dog runs. No dog runs shall be placed in the side or rear setback as designated by the final subdivision plat.
- e. Semi-private white vinyl fence will be installed along 1900 South and 500 West with the subdivision development. No additional adjacent fencing, replacement or alteration of this fence will be allowed. In addition, if any portion of the fence is damaged or in need of repair, it will be replaced with like kind.
11. **Mailboxes:** All mailboxes, whether single or dual use, will be of the type, color and model as specified by the Architectural Review Committee. Each home shall maintain their individual mailbox and be responsible for repair and replacement as necessary. All mailboxes shall be located within the planter strip as directed by the United States Postal Service.
12. **Ingress/Egress:** No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of his subdivision.
13. **Building:** No building, structure, or fences of any kind shall be constructed until the house plan is approved by Lehi City and the Architectural Review Committee, at which time construction of the home shall begin.
14. **General:** Prior to construction, the lot owner shall be responsible for clearing weeds and debris.
15. **Vehicles, RV's, Trailers:** Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicle on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets. Boats, trailers, other recreational vehicles, large trucks or commercial vehicles parked on any lot shall be screened from view with attractive and well maintained fence, or other sight obscuring structures approved by the Committee.
16. **Storage Tanks:** No tank for the storage of fuel is allowed within the development.
17. **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 setback lines as shown on the Final Subdivision Plat.
18. **Site Materials:** 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 are to be erected and shall not be placed in the streets or between the curb and the property line.
19. **Easements:** Easement 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.
20. **Animals:** Keeping of animals, other than those ordinarily kept as family pets, shall be forbidden.

|| ENT 110523:2004 PG 4 of 8

21. **Nuisances:** Any noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. ENT 110523:2004 PG 5 of 8
22. **Signs:** No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 2x3 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.
23. **Trash:** No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage service.
24. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
25. **Relocated Building and Modular Homes:** No building which was formerly located in another site shall be moved on to a lot in this project. Also, modular homes are restricted from being placed on a lot in this project.
26. **Satellite Dishes:** No satellite dishes or antennas shall be placed in the front set back or areas visible from the roadway. Any roof-mounted antenna or equipment is to be placed behind the roof ridgeline so as not to be visible from the roadway.
27. **Swamp Coolers:** Any roof -mounted equipment shall to be placed behind the roof ridgeline so as not to be visible from the roadway.
28. **Ground Water Level:** This area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years. Lehi City will not be responsible for damage resulting from high ground water or flooding.

#### **D. NEW BUILDING PROCEDURE**

1. **Building Design:** To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.
2. **Preliminary Plans:** (To be filed for approval and accepted before final plans are begun.) Preliminary plans shall include as minimum the following:
  - a. Plot plan to scale of 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 house.
  - d. One major section through the house.
  - e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials and colors to be used on the exterior of the residence.

3. **Final Plans:** (To be filed for approval and accepted by the Architectural Committee before construction is begun.) Final Plans shall include as a minimum the following:

a. Plot plans to scale showing the entire site, buildings, garages, walks, drives and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

|| ENT 110523:2004 PG 6 of 8

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and colors and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a notation of the colors of all materials to be used on the exterior of the residence.

4. **Committee Procedure:** The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the action(s). On occasions when a member of the Committee shall be in opposition, a majority of the three members shall govern.

a. The Committee shall accept or reject:

1. Preliminary Plans of proposed residences (as defined herein).

2. Final Plans of proposed residences (as defined herein).

3. Planning Problems or complaints by property owners.

b. The Committee shall act within fourteen days on the preliminary plans, and place its action in writing to be held as a permanent record, with copies 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 in writing.

d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where they shall be informed of the nature of the cause of the action so that steps can be taken toward obtaining approval of the plans.

e. The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving the best interests of the property owners represented. These shall include aesthetics, reasonable

protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

ENT 110523:2004 PG 7 of 8

- f. In the event said 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 the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.
- g. An approval letter and signed building plans from the Architectural Review Committee will be required prior to Lehi City issuing a building permit.

**E. GENERAL PROVISIONS**

- 1. **Extent of Obligation:** 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 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.
- 2. **Amendment:** The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract and with the consent of Lehi City Council.
- 3. **Enforcement:** In the event of violation of any of these covenants, the Architectural, Landscape Committee or Lehi City 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 by property owners proportionately to the frontage each owns on any street in the subdivision.
- 4. **Variance:** The Architectural Committee shall not have the authority to override or allow any variance to the CC&R's. Any variance to the requirements of the CC&R's must be approved by Lehi City.
- 5. **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.

WITNESS our hands this 23<sup>rd</sup> day of SEPTEMBER, 2004

*[Handwritten signature]*

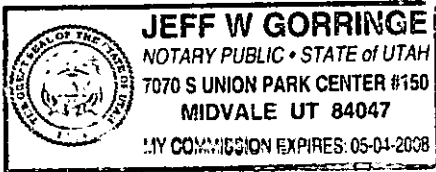
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STATE OF UTAH     )  
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COUNTY OF UTAH    )

|| ENT 110523:2004 PG 8 of 8

I, the undersigned notary public, do acknowledge that the above named people did certify to me that they signed the foregoing instrument.



*[Handwritten signature]*  
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NOTARY PUBLIC