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Mail to:  
Doug Yates  
1420 E. 2000 N.  
Lehi, Ut 84043

**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**JORDAN MEADOWS, A PLANNED RESIDENTIAL DESIGN**

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 72, inclusive, Jordan Meadows Subdivision, a Planned Residential Design, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land 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 said addition, the 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.

ENT 34679 BK 5022 PG 593  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Mar 24 3:14 pm FEE 93.00 BY SS  
RECORDED FOR DOUG YATES

**AREA OF APPLICATION**

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property and also described in the attached exhibit A.

**RESIDENTIAL AREA COVENANTS**

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Each finished dwelling must have a minimum square footage of 1000 square feet of living area on the main level. Square footage is excluding garages, verandas, carports, patios, basements, porches and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement.

2. No tank for storage of fuel may be maintained above the surface of the ground.

3. 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 set back lines as required by Lehi City. The front setbacks shall vary between 20 and 25 feet.

No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

Buildings on corner lots shall be setback from the streets 20 and 25 feet with 25 feet against the front elevation of the home. The rear setback for corner lots shall be 15 feet.

4. 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 will 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.

5. Easements. Easements 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.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the

written permission of two-thirds of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

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7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This area is subject to all the sounds, odors, and activities normally associated with an agricultural area and use.

8. 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 3 feet by 5 feet in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. No fencing shall be erected within 5 feet of the non-climbable metal fence adjacent to 2300 West and is only permissible if the coniferous vegetation inside the property line along 2300 West is adequately maintained to provide a continuous landscaped barrier.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

15. Maintenance. Every lot, including improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. Landscaping. All front yard landscaping must be installed within the first growing season after

such date that occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through October 31. If a building permit is issued during the growing season; compliance with this restriction is required by the end of the current growing season, unless the permit is issued after September 1 of that growing season.

For lots 12-23, 45-48 and 70-72, a variety of Arborvitae, or column shaped Juniper, or other similar, suitable, approved evergreen vegetation is to be planted within 8 feet of the non-climbable metal fencing adjacent to 2300 West. This vegetation will provide a decorative barrier between the homes and 2300 West without providing a surface which may be marred by graffiti. This vegetation is to be installed by the homeowner within one year of the occupancy of each home. It is also the responsibility of the homeowner provide healthy growing conditions for, and to otherwise maintain, the vegetation along the non-climbable metal fence.

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## DESIGN GUIDELINES

In addition to the above listed Residential Area Covenants and all other restrictions and covenants outlined in this document, a set of Design Guidelines shall apply. The purpose of the Design Guidelines is to increase the aesthetic quality of the Jordan Meadows Subdivision, a Planned Residential Design, while maintaining a housing stock that remains achievable to the first-time home buyer. The Design Guidelines are intended to create a harmonious architectural approach, compatible with the site, while providing each home owner with flexibility in choosing exterior and interior features so as to avoid monotony of design, exterior elevations and colors. These Design Guidelines are listed below.

### I. Architectural Standards

1. **Height of Structures**  
The maximum height of any residence shall not exceed two stories above grade and shall not exceed Lehi City building height requirements for the zone.
2. **No Reflective Finishes**  
No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation, the exterior surfaces of the following: roofs, all projections above roofs, doors, trim, fences, pipes, mailboxes and newspaper tubes.
3. **Materials - Exterior Surfaces**  
Exterior surfaces will consist of the following: On all side and rear elevations of all homes, vinyl siding, stucco and masonry shall be acceptable. The front elevation of all homes will be a combination of stucco and masonry wainscot, or vinyl and masonry wainscot with the minimum masonry square footage equal to four times the length of the front elevation. The colors of the siding, stucco and masonry shall be chosen to compliment and match as closely as possible.
4. **No Two Homes Alike on Adjoining Lots**  
Due to the lot size and density of Jordan Meadows, no two alike are allowed on adjoining lots. Adjoining lots shall be defined as lots which share common side yard property lines. This includes the same model with different materials, however, the same model with two different front elevation details will be permitted on adjoining lots.
5. **Setback Requirements**  
Front setbacks shall vary between 20 and 25 feet to create additional visual interest to the

streetscape. The minimum side setback shall be eight feet for lots less than 8,000 square feet and 10 feet for all other lots. The minimum rear setback for standard lots shall be 25 feet. Corner lots shall setbacks from streets of 20 and 25 feet with 25 feet against the front elevation of the home. The rear setback for corner lots shall be 15 feet.

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6. Garage Access - Corner Lots

Homes on corner lots shall have side-entry garages with at least one window on the front elevation side of the garage.

II. Landscaping

Within one year of occupancy of each home, the home shall have, within the front setback, sod, two trees and five shrubs.

The trees shall be 2" caliper if deciduous and 6' if coniferous. Shrubs shall be a minimum of one gallon. Trees and shrubs shall be chosen from the following list:

Coniferous Trees

White Fir  
Colorado Green Spruce  
Austrian Pine

Deciduous Trees

Red Sunset Maple  
Palmore Ash  
Eastern Redbud  
Bradford Pear

Coniferous Shrubs

Sea Green Juniper  
Compact Oregon Grape

Deciduous Shrubs

Redleaf Barberry  
Compact Burning Bush  
Alpine Currant

Side and rear yards shall be landscaped within two years of the home occupancy.

III. Fencing

Perimeter fencing along 2300 West Street and 1500 North Street shall be uniform and site-obscuring. Perimeter fencing along these streets shall be the responsibility of the subdivision developer. A decorative metal fence with masonry pilasters shall be installed along 2300 West Street. Homeowners along 2300 West shall install coniferous trees along the metal fence to provide a site and sound barrier. Varieties of acceptable coniferous trees shall be identified by the developer and approved by the staff prior to plat recordation. This will provide a decorative barrier along 2300 West without being attractive as a graffiti surface.

White vinyl fencing with masonry pilasters shall be installed along 1500 North. Bradford Pear street trees shall be installed, by the developer, within the park strip to provide visual continuity with the Parkside Subdivision.

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Additionally, white, vinyl fencing shall be installed along west property line of Gene Peterson to the rear of Mr. Peterson's landscaped yard. Fencing north of the landscaped yard shall be non-climbable metal fencing.

#### GENERAL PROVISIONS

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, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

#### ENFORCEMENT

In the event of violation of any of these covenants, property owners in the said tract are authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signators hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signators hereto, that if such aforementioned signators violate the provisions of these covenants, and are proven at fault; they agree to pay the reasonable costs and attorney's fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

#### SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Providence Development Group, LLC, has executed the instrument this 23 day of March 1999.

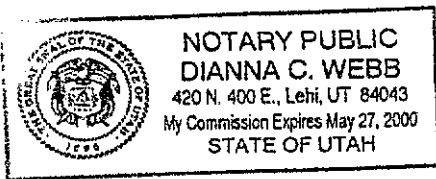
PROVIDENCE DEVELOPMENT GROUP, LLC

William P. Peperone

By: William P. Peperone

STATE OF UTAH  
COUNTY OF UTAH

On the 23 day of March 1999, personally appeared before me, William P. Peperone, who being by me duly sworn did say that he is a legal representative of Providence Development Group, LLC, that executed the within instrument and did acknowledge to me that the said corporation executed the same.



Dianna C. Webb  
Notary Public

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THE WITHIN COVENANTS HEREBY APPROVED BY:

Connie J. Ashton

Summit Meadows

PROVIDENCE DEVELOPMENT GROUP, LLC

By: William P. Peperone  
William P. Peperone



**EXHIBIT "A"**

THIS EXHIBIT ATTACHED TO THESE RESTRICTIVE COVENANTS AND MADE A PART THEREOF

Beginning at a point on the northerly line of 1500 North Street, Lehi, Utah, said point being North 0°04'52" West 98.86 feet along the section line from the southwest corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base Meridian; thence North 0°04'52" West 951.73 feet along said section line, along the easterly line of the lands of Woodside Homes; thence North 60°13'00" East 109.17 feet along the south line of the lands of Alpine School District as described in Book 4519 of Official Records at page 113; thence North 54°14'13" East 127.46 feet along said line; thence southeasterly 45.04 feet along the arc of a non-tangent curve to the left, having a radius of 247.00 feet, through on angle of 10°26'50", and whose chord bears South 81°57'27" East 44.98 feet, to a point of compound curvature; thence northeasterly 24.53 feet along the arc of a tangent curve to the left, having a radius of 15.00 feet, through an angle of 93°42'25", and whose chord bears North 45°57'55" East 21.89 feet; thence North 00°53'18" West 28.07 feet; thence North 50°08'14" East 24.89 feet along said line; thence North 71°01'07" East 95.01 feet along said line; thence North 63°43'28" East 51.46 feet along said line; thence North 76°31'39" East 111.40 feet along said line; thence North 78°39'44" East 69.84 feet along said line; thence North 86°47'31" East 62.10 feet along said line; thence South 12°50'31" East 25.19 feet along the westerly line of the lands of Barnes as described in that Boundary Line Agreement recorded in Book 4396 of Official Records at page 27; thence East 249.68 feet; thence South 88°51'28" East 99.58 feet along the southerly line of said lands of Barnes; thence South 0°05'02" West 89.49 feet along the along the westerly line of Green Park Subdivision, Plat "B"; thence North 85°48'53" East 51.86 feet along the southerly line of Green Park Subdivision, Plat "B"; thence South 0°10'45" West 430.65 feet along the westerly line of the lands of Raff as described in Book 3827 of Official Records at page 84; thence North 89°46'43" West 330.76 feet along a fence line; thence South 2°21'34" West 683.53 feet along a fence line; thence South 89°36'33" West 399.83 feet along the northerly line of 9600 North Street; thence North 89°52'50" West 299.52 feet along said line to the point of beginning. Containing 22.52 acres.

### SURVEYOR'S CERTIFICATE

I, DONALD C. ALLEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 154551 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

25 February 1999



DATE

DONALD C. ALLEN L.S.

### BOUNDARY DESCRIPTION

Beginning at a point on the northerly line of 1500 North Street, Lehi, Utah, said point being North 0°04'52" West 98.86 feet along the section line from the southwest corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base Meridian; thence North 0°04'52" West 951.73 feet along said section line, along the easterly line of the land of Woodside Homes; thence North 60°13'00" East 109.17 feet along the south line of the lands of Alpine School District as described in Book 4519 of Official Records at page 113; thence North 54°14'13" East 127.46 feet along said line; thence southeasterly 45.04 feet along the arc of a non-tangent curve to the left, having a radius of 247.00 feet, through an angle of 10°26'50", and whose chord bears South 81°57'27" East 44.98 feet, to a point of compound curvature; thence northeasterly 24.53 feet along the arc of tangent curve to the left, having a radius of 15.00 feet, through an angle of 93°42'25", and whose chord bears North 45°57'55" East 21.89 feet; thence North 00°53'18" West 28.07 feet; thence North 60°08'14" East 24.89 feet along said line; thence North 71°01'07" East 95.01 feet along said line; thence North 63°43'28" East 51.46 feet along said line; thence North 76°31'39" East 111.40 feet along said line; thence North 78°39'44" East 69.84 feet along said line; thence North 86°47'31" East 62.10 feet along said line; thence South 12°50'31" East 25.19 feet along the westerly line of the lands of Barnes as described in that Boundary Line Agreement recorded in Book 4396 of Official Records at page 27; thence EAST 249.68 feet; thence South 88°51'28" East 99.68 feet along the southerly line of said lands of Barnes; thence South 0°05'02" West 89.49 feet along the westerly line of Green Park Subdivision, Plat "B"; thence North 85°48'53" East 51.86 feet along the southerly line of Green Park Subdivision, Plat "B"; thence South 0°10'45" West 430.65 feet along the westerly line of the lands of Raff as described in Book 3827 of Official Records at page 84; thence North 89°46'43" West 330.76 feet along a fence line; thence South 2°21'34" West 683.53 feet along a fence line; thence South 89°36'33" West 399.83 feet along the northerly line of 9600 North Street; thence North 89°52'50" West 299.52 feet along said line to the point of beginning. Containing 22.52 acres.

### OWNER'S DEDICATION

PROVIDENCE DEVELOPMENT GROUP, LC, OWNER(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAT OF JORDAN MEADOWS PLAT A, A UTAH HOUSING DEVELOPMENT, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN ON THE WITHIN PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO. IN WITNESS HEREOF WE HAVE HERUNTO SET OUR HANDS THIS

5 - DAY OF March A.D. 1999

SHERSHA INVESTMENTS, L.C. BY Donna

Rozanne W. Barnes

Shersha Investments, L.C. by Donna

Reldon E. Barnes

Donna

RDELSON E. BARNES

### ACKNOWLEDGMENT

STATE OF UTAH

DONALD C. ALLEN

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