

# DECLARATION OF PROTECTIVE COVENANTS

THE UNDERSIGNED OWNER in the fee of the following described property: **Lots 1-4, Plat A Ashlyn Lane Subdivision according to the official plat thereof.**

## ASHLYN LANE LOTS

... Do hereby make the following declaration 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 thereof.

## AREA COVENANTS

### **1 | LAND USE AND BUILDING TYPE**

Land shall be used for residential purposes only. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings, each having an attached private garage for not less than two automobiles.

The roofline height on lots 2 & 3 shall not exceed 25 feet above the utility boxes at the bottom of the private lane, and shall not obstruct main floor views for dwellings on lots 1 & 4.

### **2 | DWELLING QUALITY AND SIZE**

All dwellings shall be of quality workmanship and materials:

- 2 car garage minimum
- Exterior finishes to be Architecturally appealing Stucco, Brick, Rock or Stone only (no vinyl or aluminum siding.)
- 60% of the front of the home to be masonry brick or rock.
- Colors to be subdued and unobtrusive.
- Tile, slate, wood or architectural 30 year roof shingles.
- No visible antennas.
- Landscaping to be completed within 12 months of occupancy.

ENT 76582 : 2022 PG 1 of 4  
**Andrea Allen**  
**Utah County Recorder**  
2022 Jul 01 01:00 PM FEE 40.00 BY KC  
RECORDED FOR First American - American Fork  
ELECTRONICALLY RECORDED

### **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.

#### 4 | USE OF LAND:

- a. No structure of a temporary character including but not limited to tent shack, trailer, barn or other out-building shall be used at any time as a residence, either temporarily or permanently.
- 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. 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.
- d. All areas of sidewalk and curb broken during construction of any type, shall be replaced by the contractor of that project or the lot owner.

#### 5 | PETS

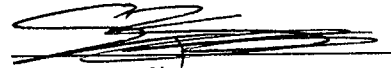
All pets are to be confined to their owner's lot, and not become an annoyance or nuisance to the area. Not more than two dogs and three cats are allowed. Owners are responsible for fencing and required maintenance thereof for confinement of animals. Fencing material used shall meet the standards for the area and shall be maintained to conform with the desirability and attractiveness of the area. Chain link dog runs are allowed.

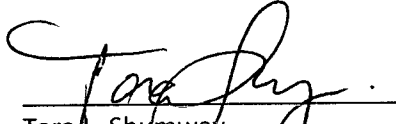
#### 6 | RESPONSIBILITY FOR PRIVATE DRIVE

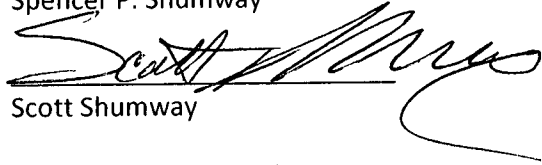
There exist permanent easements for the benefit of lots 1 through 4 over and across the roadway. All lot owners of the subdivision share equal responsibility for the care, maintenance, and liability for Ashlyn Lane. Any costs expended to care for, maintain, and improve the road, including but not limited to its surface and subsurface shall be born equally by all lot owners within the subdivision. So long as the road remains a private road, any liability arising out of the design, condition or use of the road shall be equally shared by all lot owners of the subdivision. **Lot 5 has no easement rights nor responsibility pertaining to the private road.**

WE Spencer P. Shumway and Tara L. Shumway and Scott Shumway, AGREE TO THE CONDITIONS OF THE DECLARATIONS OF RESTRICTIVE COVENANTS PERTAINING TO THE LOTS OF ASHLYN LANE PLAT A SUBDIVISION. I/WE HAVE RECEIVED A COPY OF SAID COVENANTS AND RESTRICTIONS.

7-1-22  
DATE

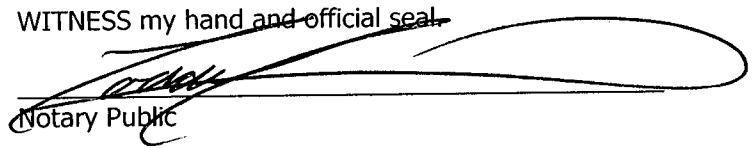
  
Spencer P. Shumway

  
Tara L. Shumway

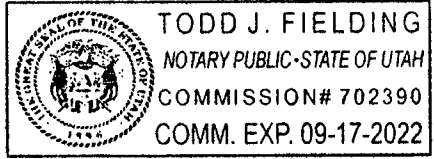
  
Scott Shumway

State of Utah )  
County of Utah ) ss.

On 7-1-2022, before me, the undersigned Notary Public, personally appeared Spencer P. Shumway and Tara L. Shumway and Scott Shumway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
  
Notary Public

My Commission Expires: 9-17-2022



**EXHIBIT 'A'**

**LOTS 1 THROUGH 4 (INCLUSIVE) OF ASHLYN LANE PLAT A, INCLUDING A VACATION OF LOT 10, PLAT "A", VALLEY HEIGHTS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.**

**TOGETHER WITH PEDESTRIAN AND VEHICULAR ACCESS TO THE COMMON STEM KNOWN AS THE PRIVATE DRIVE OF ASHLYN LANE PLAT A**

**A.P.N. 34-723-0001, 34-723-0002, 34-723-0003, 34-723-0004**