

23727

## DECLARATION OF PROTECTIVE COVENANTS

THE UNDERSIGNED OWNER in the fee of the following described property  
**OAK CREEK HOLLOW, Plat A**

ENT 9244:2001 PG 1 of 3  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Feb 05 9:21 am FEE 21.00 BY JRD  
RECORDED FOR EMPIRE LAND TITLE COMPANY

Oak Creek Hollow Plat A;

...Do hereby make the following declarations 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.

### A. AREA COVENANTS Plat A Lots

**A-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 not to exceed two stories in height, each having an attached private garage for not less than two automobiles.

**A-2 Dwelling Quality and Size** All dwellings shall be of quality workmanship and materials, 2 car garage minimum

2-1/2 Story maximum height

Wood, stucco, brick, rock, and log homes or cultured stone front. Sides and back to be wood, stucco, rock, log or masonry.

Log homes, contemporary and modern design homes are allowed.

Colors to be subdued and unobtrusive

Tile, slate, wood or architectural shingles, shall be used

Landscaping to be completed within 12 months of occupancy

#### Landscaping

No automobiles, campers, motor homes, trailers, boats or other vehicles on Front streets.

The ground floor area of a one story dwelling (rambler) shall not be less than 1600 square feet finished on the main floor, not including stair wells and landings.

Split level designs, only the ground level and the first level above the ground level, count toward a 1600 square footage requirement finished area. (Areas specifically excluded from the 1600 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.

Two story dwellings shall not be less than 1600 square feet for both levels above grade. All areas above grade must be finished.

**EXCEPTION:** Lot 2, owned by Marcus Phillips, will be viewed as an extension of the Phillips property in the Summercrest subdivision. Lot 2 will be permitted to build a detached garage with the living quarters situated above according to the same quality standards listed in A2 or constructed in the same manner as their existing home. Lot 2 shall have a ground floor area minimum of 1000 square feet.

**A-3 Detached Garages, Shops, and out Buildings** All such buildings shall be designed, and constructed of same quality materials and workmanship as the primary family dwelling which will enhance the area.

**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, 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 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 the lot. No junk vehicle of any type will be allowed.
- e. 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 from 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 area of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by the lot owner.

**A-5 Pets and Livestock** All pets are not to become a nuisance or annoyance to the area. Lots 3, 4, 5, and 8 have animal rights and are subjected to the Lehi City Ordinance governing the zoning of RA-1.

Note: Permitted animals are to be confined to the 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 material used shall meet the standards for the area, and shall be maintained to conform with the desirability and attractiveness of the area.

DECLARATION OF PROTECTIVE COVENANTS

SEVERABILITY

Any exception must be approved by the architect committee.

Dated this 30 day of January 2001.

Reed C. Melh, Lauren Mellor

Shane Yates, Marcus C. Phillips

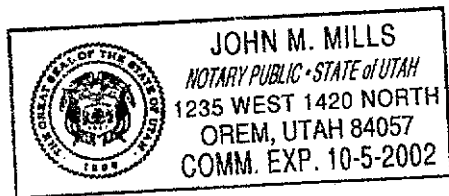
State of Utah )

SS

County of Utah )

*Reed C. Mellor, Lauren Mellor*

On the 30<sup>th</sup> day of January, 2001 personally appeared before me Shane Yates, Marcus Phillips the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



*[Signature]*  
Notary Public

My commission expires: 10-5-02