

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Scotfield Acres LEHI, UTAH

plus any subsequent plats of the following described real property.

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

Beginning at a point located South 89 deg. 45' 28" West along Section line 299.50 feet and North 37.60 feet from North quarter corner of section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence the following 4 bearings and distances along fence lines: South 00 deg. 2' 32" East 241.93 feet, South 02 deg. 03' 37" West 24.43 feet, South 00deg. 04' 48" East 216.97', South 00 deg. 07' 20" East 199.00 feet; thence North 89 deg. 43 '24" West 640.08 feet, said line being located 3 feet North of an existing fence line; thence North 394.76 feet; thence West 3.00 feet; thence North 284.47 feet; thence East 643.05 feet to the point of beginning.

Area: 10.0193 acres "20 building lots".

Basis of bearing = State Plane Coordinate System.

ENT 122640:2002 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Oct 17 1:35 pm FEE 41.00 BY SB
RECORDED FOR AFFILIATED FIRST TITLE

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. Garage outside dimensions shall not be less than 22 feet in width x 20 feet in depth or 20 feet in width x 22 feet in depth.

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, stone or rock and stucco. More specifically, front and end exterior walls shall have a minimum of 32 inches of brick, stone or rock with the remainder in stucco or other approved hard surface or in lieu of brick or stone wainscot on three sides, brick or stone may be massed upward on either side of the garage plus brick or stone must return on all front exterior corners at least 16 inches.

All windows and doors are to be banded with no less than stucco. Overhead garage doors are to be banded with brick or in the alternative, may also have a 10" stucco header. The rear elevation of the home may be stucco only. Brick should be encouraged to the greatest degree possible. Aluminum to be used on trim only - soffits, fascia, rain gutters etc. No aluminum or vinyl siding shall be permitted. All roofing shall be architectural grade shingles. No exact mirror images directly across or to the immediate sides of a home shall be allowed.

One story dwellings, the ground floor area shall not be less than 1350 square feet.

Split level designs, shall not be less than 1600 square feet, however the ground level and finished areas above the ground level shall be a minimum of 1300 square feet.

Two story dwellings, the ground floor area shall not be less than 900 square feet with a total of not less than 1600 sf of finished space.

Exception square footage requirements for homes built on corner lots may be reduced by up to five percent (5%). All other construction shall comply with the requirements as stated above.

Important Note: Minimum square footage shall be exclusive of garage & open porches. Log homes & pre-constructed homes are not permitted. Roofing shall in all cases be architectural style shingles and all earth tones.

A-3. Additional Detached Garages, Shops and Out Buildings. All such additional buildings shall be designed situated on lots behind the home and out of street view and constructed of the same quality materials and workmanship, with the same provisions as are required for the homes except that exteriors may be all stucco. In every case, additional detached garages, shops and out buildings shall meet the most current Lehi Building and Safety Codes and zoning ordinances and in strict accordance with these CCR's. Sheds shall be allowed provided that they are placed in the rear yard out of public view and are well maintained, including paint that matches the home and are adequately ventilated.

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. Driveways shall be all concrete or similar concrete product.

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. In any case, all home business activity shall meet Lehi City ordinances.
- c. On-site parking shall be provided on each lot sufficient to accommodate all vehicles. At the very least, boats and RV's of any nature shall be stored in the side or back yards and then only when the area is fenced to obscure the view from the street. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot, excepting that one inoperable vehicle may be kept upon the premises so long as it is kept out of street view by an approved fence and shall at all time be covered. 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 and then only for construction within the development. No vehicles may be stored on the street.
- 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 to a "like new" condition.
- 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 (i.e. trash bins) 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 and in no case may trash or obstacles may thrown over the perimeter fences.

A-5. Lot Area, Frontage - Front, Side and Rear Set Back.

- a. No lot shall have an area less than 8,000 sq. feet except as may be specifically provided on the approved plat map.
- b. Lot frontage shall be as shown on the approved map.
- c. Front yard set back shall meet Lehi City Standards for a planned unit development.
- d. Side yard set back shall meet Lehi City Standards for a planned unit development.
- e. Rear yard set back shall meet Lehi City Standards for a planned unit development.

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. All pets shall meet existing Lehi City ordinances.

A-7. Fencing. Owners may construct a fence to separate their back and side yards from their neighbors. These owners shall be responsible for maintaining the fence on both sides in a manner consistent with the original design of the perimeter fence. Fencing within the subdivision shall not

exceed 6 feet in height and shall meet or exceed the Lehi City ordinance for fencing. No variations shall be allowed without approval of the architectural committee except that the fencing may be completely private instead of semi private. The perimeter fence shall be repaired and maintained on both sides by the individual homeowners whose lots abut that portion of fence including damage from the wind and natural elements.

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. In no case shall dirt be piled on a lot for more than 2 months or moved from location to location. No less than 70% of the lots front yard excluding the dwelling, buildings and driveway is to be landscaped with lawn. Planter strip areas (if any) shall be planted in grass only. No gardens (except for flowers) may be kept in the front yard.

A-9 Lawn Maintenance. All lawns, including the planter strip between the curb and the sidewalk (if any), shall be kept free of weeds and cut on a regular basis and shall generally be well maintained.

A-10 Antennas and other. No antennas or any other such structures or listening devices shall be constructed or erected on the lot or on the house except for a single 12" satellite T.V. dish or t.v. antenna, both of which must be erected on the roof at the rear of the building and may not be visible from the street. Mail boxes shall be of a design or designs as approved by the Architectural Committee.

B. TREES

B-1. A minimum of 2 trees shall be planted in each yard within 18 months after occupancy (one in front and one in back). In the case of a transfer of ownership within the 18 month period, the 2 tree minimum shall be within 12 months after said new owner takes residency. To the degree possible, owners shall try not to obstruct the views of their neighbors.

B-2 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 with their undesirable characteristics are prohibited:

<u>Species Name</u>	<u>Popular or Common Name</u>
<i>Ailanthus Altissima</i>	Russian Olive
<i>Platanus Occidentalis</i>	Tree of Heaven
<i>Populus Alba</i>	American Plane Tree
<i>Populus Alba Bolleana</i>	Silver Poplar
<i>Populus Angustifolia</i>	Bolleana Poplar
<i>Populus Deltoides</i>	Narrow-leaf Poplar
<i>Populus Fremontii</i>	Carolina Poplar
<i>Populus Nigra Italica</i>	Fremont's Poplar
<i>Robinia Paeudeacacia</i>	Lombardy Poplar
<i>Ulmus Pumila</i>	Black Locust
	Siberian Elm
	Chinese Elm

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 and approved by the Lehi City Council.

C-2. All home plans, including exterior elevations showing materials to be used and color boards for brick, roofing and siding must be submitted to and approved by the architectural and guidelines review committee prior to construction. All brick, roofing and siding shall be natural or earth tone in color. The review committee shall have 10 business days from the date of submission to approve or deny the plans. A failure to respond by the review committee within 10 business days shall constitute an automatic approval. The review committee reserves the right to reject any plans that do not specifically meet the criteria outlined in these CC&R's. Any variations or modifications to these CCR's must be specifically approved in writing by all signatories on these CCR's or their assigns until such time that these CCR's are modified by a vote of two thirds of the voting members.

D. HOMEOWNERS ASSOCIATION:

Initially, the Homeowners Association and the architectural committee shall be consist of the developer or the developer's assignee. Once half of the homes in the subdivision are occupied, control of the Association shall be transferred to the individual property owners with the developer retaining one vote for each unsold lot. At the time of the transfer, the homeowners shall elect a 3 person board of directors who shall in turn create an architectural committee.

Note: The architectural control committee needs to review and stamp all home plans prior to submission to Lehi City for a building permit.

The Association shall be responsible for managing and maintaining the park areas or common element, including the entry area which includes the detention basin and it's outlet structures. The Association shall maintain all plants, trees, grass, equipment and structures within these park areas including any play equipment, gazebos or the like. All work shall be done by an outside contractor.

The Association is responsible for maintaining the outside portion of the West fence including regular weeding under the exterior portion of the perimeter fence and between the fence and the irrigation ditch to the West. This shall also specifically include maintenance of the concrete from the

fence line to the concrete ditch.

The Association shall be responsible for fees related to connection of the common areas including the park & entry/detention basis areas to the pressure irrigation system. The association shall also be responsible for the monthly pressure irrigation water bill for these areas. Connection fees and the month bill for the house lots shall be the responsibility of the individual lot owner.

The association shall enforce complaints related to throwing trash or other obstacles over the fence.

The Association shall carry liability and property damage insurance in an amount to be determined by the Association beginning at the time of completion of the development and to be changed from time to time as warranted.

The Association shall assess fees against its homeowners to manage the above to the best of its abilities.

For the purpose of these CCR's, neither the LDS Church nor the Scott home parcel shall have any voting rights and shall in fact not be members of the Association. Neither shall be required to pay any dues.

E.

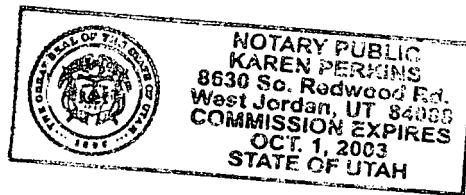
- E-1 Invalidation of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.
- E-2 Amendment Approval. The Lehi City Planning Commission and the Lehi City Council must approve any changes to these CCR's.
- E-3 Lehi City at its sole discretion may enforce these CCR's.
- E-4 Lots 19 and 20 in the Scottfield Acres subdivision plat are specifically excluded from the Homeowners Association and as such are not bound by these CCR's.

Dated this 11 day of October, 2002.

Gold medallion homes by Quinn S. Mortensen, Utah Member

Quinn S. Mortensen

STATE OF UTAH
County of Utah



On this 11 day of October, A.D. 2002, personally appeared before me, a Notary Public in and for the State of Utah, Quinn Mortensen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public Karen Perkins

My commission expires 10-1-2003