

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS,  
APPLYING TO DAIRY VIEW ESTATES (ALL PLATS)

ENT 15715:2006 PG 1 of 9  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Feb 08 12:24 PM FEE 65.00 BY SS  
RECORDED FOR AFFILIATED FIRST TITLE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BMD Enterprises, LLC caused to be surveyed and platted the lands hereinafter described under the name of Dairy View Estates (all plats), and has cause the same to be subdivided into blocks, lots, streets, avenues, drives and public ways as shown on the accompanying plat. Dairy View Estates following declaration of protective covenants and restrictions, which shall apply to and run with all of the lots located in Dairy View (all plats).

DESCRIPTION

Please refer to Exhibit "A" attached hereto and incorporated by reference as if fully stated herein.

RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owner declares that the aforesaid land shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants set forth.

DEFINITIONS

For the purpose of these restrictions, the word "Street" shall mean any street, road, lane or avenue of whatever name which is shown or indicated on the aforesaid recorded plat of Dairy View Estates (all plats), and which has been heretofore dedicated to the public for the purpose of a public street.

The word "Lot" may mean either and lot as platted, or any tract or tracts of land conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions herein set forth, or as set forth in the individual deeds from RLP Enterprises, LLC or assigns.

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 Ordinance of Lehi City. Lots 26 and 27 shall be limited to a single story height dwelling. All of the lots shall be used only for residential purposes except one lot allowed for a religious structure. No dwelling shall be created, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two (2) stories in height in addition to a basement level and private garage. No split-entry (bi-level), modular, round, octagon, prefabricated, pre-built or concrete homes, or any other similar styles of homes shall be built or erected in the subdivision. No solar homes may be built without the approval of the Architectural Building Committee.

B. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural Building Committee.

D. 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 plat upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

E. 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 neighborhood. Without limiting the foregoing, no light shall be emitted from any lot which is unreasonable bright, no loud or annoying sounds, bell or alarms except for fire or security, no odors shall be emitted from any lot that are noxious or offensive to others.

F. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property. No camper, boat, horse trailer, vacation trailer or other type of trailer may be parked on any lot in front of the minimum building set back line or on the street for more than 48 hours. Only properly licensed inspected vehicles that are operational shall be permitted on any lot. No junk vehicles will be allowed on the lot. The intent of this provision is to keep the roadway open to daily traffic and make lot frontage appealing.

G. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, provided that one large sign may be placed at the entrance displaying the subdivision.

H. No lot shall be divided or by title description separated, nor shall more than one single-family dwelling be erected upon any lot within the subdivision except lot 47.

I. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students for hire, nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family residence.

J. Easements for installations and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

K. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gases shall be erected, maintained or permitted upon any lot.

L. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other 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 lot owner. No unsightly materials or other objects are to be stored in any lot in view of the general public. No commercial vehicles can be parked on the streets or on any lot overnight.

M. All buildings to house livestock must be confined to the rear third of the lot. No outbuildings may be higher than 16 feet. The Architectural Building Committee provided herein may approve deviation from this standard. All outbuildings shall be architecturally consistent with the main dwelling except for outbuildings for animals on lots with animal rights (lots 16, 28 & 47). Buildings to house livestock must be made of a permanent structure (exterior may not be wood). Buildings for livestock must have a 25-foot setback from all property lines of other lots with-in the Dairy View Estates.

N. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot less than that required by Lehi City in a RA-1 zone (22,000 sq ft). All livestock are to be properly fenced and housed. Sanitary conditions are to be maintained at all times. A maximum of one (1) or two (2) animals comprised of any combination of horses, cattle, and sheep will be allowed (per Lehi City). No animals may be kept for commercial purposes. Dogs and cats may be kept on any lot (3 total except new born on temporary basis) as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Architectural Building Committee shall have the right to increase this number for livestock (lots larger than 30,000 square feet) and pets (lots larger than 18,500 square feet) if allowed by Lehi City. If Lehi City zoning ordinance is more restrictive than these requirements then the Lehi City requirements will always govern.

O. The following building location restrictions shall apply: (a) No structure may be located nearer than 25 feet to any street property line, or fail to meet minimum requirements on state and city roads; (b) No structure shall be located nearer than 10 feet to any side property line. Where the topography of location of the property lines of any lot prevent reasonable construction of the permitted structures within the specified area, the Architectural Building Committee may, by affirmative action, permit a variation from the requirements of this restriction if allowed by Lehi City. Restrictions are indicated on the plat for set backs per the above requirements.

P. The ground floor level of any dwellings, exclusive of basements and one-story open porches, shall be no less than 2000 square feet plus a two-car garage for a single story home or 1900 square feet for a single story home with a three-car garage. 1750 square feet plus a two-car garage on the main level of a two-story home or 1625 square feet two-story home with a three-car garage except as may be specifically permitted in writing by the Architectural Building Committee provided herein. Any home so designed as to have the garage underneath the main structure will be no smaller than 3000 square feet. All square footage is in addition to any basement area regardless of if the basement is finished or unfinished. Mail boxes shall be made of brick or rock to match the home.

Q. Homes will be of masonry, brick, stucco, or rock construction with variances having to be approved through the Architectural Building Committee. In the lower ten feet of height, stucco cannot exceed more than 60% of the surface area including the front of the homes and both sides (minimum requirement of 40% of lower 10 foot height must be brick, rock or masonry). The street side elevation must have a minimum of 60% brick, stone or masonry up to a 10-foot height.. Aluminum or vinyl siding will not be allowed on any portion of any wall, front, sides or back. Aluminum or vinyl may only be used on soffits, fascia and downspouts. Plans must be submitted and approved by the Architectural Building Committee prior to submitting an application to Lehi City for a building permit. The building contractor of any home shall replace all sections of sidewalk and curb broken while a home is being built.

R. Roofs must have a pitch of 7 to 12 or greater pitch. All roofs must be built using 30-year architectural grade shingle, bartile roofing or wood shingles.

S. Owner's and their respective builder shall be responsible for planting and maintaining yards to the edge of the public sidewalk. Front yards must be installed the first summer after the home is completed (12 month minimum). Landscaping must include as a minimum automatic sprinkler system and two trees of 2" caliper size or larger in the front yard. No trees, other than those specified shall be planted along the street and then no tree shall be planted in front of or to the side of these master planned trees. Owner shall keep the entire yard (including flower gardens) watered, and reasonably free of weeds and free of debris. The Owner shall mow lawns at least once weekly during the growing season or if grass reaches 4 inches in length. Grass and tree clippings shall be cleaned up immediately after cutting and never put into the storm water system, which is a violation of State Law. The owner shall trim trees and shrubs as needed and shall keep the public sidewalk fronting their home free of snow, toys and debris of any kind. Damaged fences shall be removed or repaired promptly. Vegetable gardens may only be kept in the back yard out of view from the street or behind fenced side yards. Sidewalks shall not be painted or disfigured in any way, as this is the property of Lehi City. Damage to public sidewalks caused by owners shall be repaired at the owner's expense.

T. Dwellings are recommended to have a three-car garage but at a minimum must have a two-car garage. Garage doors must be of architectural grade.

U. All fences and walls shall be detailed on the original site plan or if added later must be submitted to the Architectural Building Committee prior to construction. Fences must meet Lehi City requirements and be made out of masonry, iron, stone/brick or vinyl (white or earth tone). No chain link, barbwire or wood fences shall be allowed in the subdivision except back lot lines of lots with animal rights that do not share common property line with other subdivision lots within Dairy View Estates.

V. No dwelling within the subdivision shall contain any coal or wood burning stoves, fireplaces or similar devices unless the same is EPA approved. Gas Fireplaces or similar devices are approved for construction.

W. Commercial vehicles over  $\frac{3}{4}$  ton shall not be parked on the street or lot or stored on any lot except during the actual home construction. No storage of junk, inoperative vehicles or other unsightly or offensive items or materials will be permitted outside on an enclosed structure on any lot.

### ARCHITECTURAL BUILDING COMMITTEE

The Architectural Building Committee (ABC) shall consist of three members: Ron L. Peck, Gordon Miner and Gary L. Carson, or Assignees, with the option of a fourth member to be appointed later by the Developer. The majority of the Committee shall constitute a quorum and the concurrence of at least 2/3 majorities shall be necessary to carry out the provisions applicable to this committee. In the event of death, removal or resignation of any member the existing committee members shall appoint a replacement within thirty (30) days. Except for members appointed to this initial committee, all future members of the committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve on the committee. Upon completion (occupancy permit) of the first 10 units the initial Architectural Building Committee unless they reside in Dairy View Estates shall be replaced by residence living in the subdivision by nomination of the old committee.

### NEW BUILDING PROCEDURE

To maintain a degree of protection to the investment, which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers who in the opinion of the Committee possess outstanding ability and whose previous work may be reviewed as part of the submittal.

A. Preliminary drawings shall be filed for approval and acceptable before working drawings will be reviewed. Drawings shall include, as a minimum, the following:

1. Plot Plan to scale of entire site with buildings located and elevations of floors shown above or below a designated point on the street.
2. Floor Plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through the house.
5. A perspective (optional).

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

B. Final Plans shall be filed for approval and accepted before construction is begun. Final plans shall be prepared by an Architect and shall include, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives and retaining walls with elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades. Include calculation to meet exterior material requirements.
4. Detailed sections -cross and longitudinal. Structural Engineers stamp
5. Details of cornices, porches, windows, doors, garages or car-ports, garden walls, steps, patios, etc.

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

COMMITTEE PROCEDURES

Any two members in agreement shall constitute the Committee to act on Committee business, and at least two members shall affix their signatures to any plans in approval or rejection as indicated or any correspondence pertaining to the subject upon which they have taken action. The number of necessary signatures and approval shall increase to three with the appointment of a fourth committee member.

The Committee shall accept or reject:

- A. Preliminary Plans of proposed residences (as defined herein).
- B. Final Plans of proposed residences (as defined herein).
- C. Planning Problems or complaints by property owners.
- D. One complete set of final plans shall be kept as a check set for construction.

The Committee shall act within fifteen days on any of the above, and place its action in writing to be held as a permanent record, with copies to the parties concerned. If the Committee fails to accept or reject any of the above within fifteen days, the same shall be automatically accepted.

The Committee shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions and the intent of the Declaration. Further, if the design or color scheme of the proposed building or dwelling is not in harmony with the general surrounding of such lot or with the adjacent buildings, or if the plans, specifications, or detail or any part thereof are contrary to the interest, welfare, or rights of all or part of the other owners of the lots then the ABC shall have the right to disapprove such plans, specifications and/or details submitted to it. The vote of the ABC is final provided that any decision of the ABC shall be subject to the override vote of two-thirds of the lot owners (purchasers of individual lots) with each lot owner having one vote. Unsold lots still held by the Developer have no voting rights.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the reason for the action so that he can take the steps necessary to obtain approval of his plans.

The Architectural Building Committee shall have the right to revoke any approval given by it if the plans, specifications, or details submitted to the ABC in connection with such approval are incomplete, incorrect or have been changed during the construction process.

The "Declaration of Protective Covenants and Restrictions Applying to Dairy View Estates" are established for the benefits of the subdivision and the owners thereof. Any damage, loss, claim, or liability that might arise due to any decision, act, or failure to act regarding the Declaration by the Declarant, or any member of the Architectural Building Committee shall be exempt from any civil claim or action brought by a person owning or having an interest in any Lot or property within the subdivision or any other person. The Declarant, its agents, and the members of the ABC shall be held harmless from any such action or failure to act and exempt from any civil claim or action resulting from any action or failure to act.

### DECLARATION CLARIFICATIONS & ENFORCEMENT

A. This Declaration and all the provisions hereof shall constitute covenants to run with the land and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Lot owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules and regulations, agreements, instruments, and determinations contemplated by this Declaration. Every person who owns, occupies or acquires any right, title, estate or interest in any Lot in the Subdivision shall be conclusively deemed to have consented and agreed to every limitation, restriction, condition and covenant contained, referred to, or incorporated herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

B. The Architectural Building Committee (ABC) or any owner of an interest in a Lot shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this Declaration. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

C. Each Lot owner shall be responsible to ensure that all persons supervising or performing work upon such owner's Lot receive a copy of this Declaration and abide by the provisions hereof. Each Lot owner is responsible for repairing (or causing to be repaired) any and all damage to sidewalks, streets, fences, curbs, gutters, utility installations, and other improvements that is caused by such owner or any other person performing work with respect to such Lot.

D. No failure on the part of the Architectural Building Committee or the owners of the Lots to enforce the provisions of this Declaration or to exercise any right they may have by the terms hereunder or by law upon a violation of this Declaration, and no delay in the exercise thereof by the Architectural Building Committee and/or any owner of any Lot at any time as such violation may continue to exist, shall operate as a waiver of any such violation or as a modification in any respect of the provisions of this Declaration.

E. Enforcement - In the event of violation of any of these covenants, the Architectural Building Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators. It is understood and agreed by all signatories hereto that the costs including attorneys' fees of such enforcement shall be borne by all property owners at one share per lot. It is also understood and agreed by all signatories hereto that if they violate any provisions 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 after 90 days then a lien shall be recorded and placed against the lot where the violation has been perpetrated.

EXHIBIT "A"

Dairy View Estates, a residential subdivision in Lehi, Utah according to the official plat thereof on file in the office of the Recorder, Utah County, Utah. This DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS includes all lots indicated on the plat except lots 1, 5, 39, 40, 41 and 50.



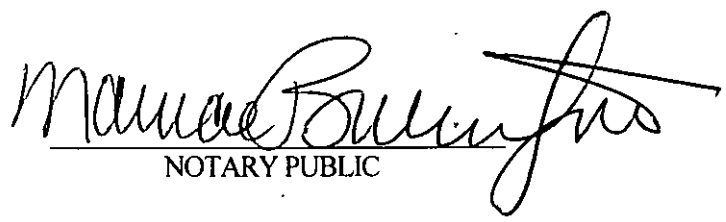
IN WITNESS WHEREOF, BMD Enterprises, L.L.C. has executed the above instruments this 10<sup>th</sup> day of January, 2006.

STATE OF UTAH



COUNTY OF UTAH

On the 10<sup>th</sup> day of January, 2006, before me appeared Gary L. Carson, who being by me duly sworn did say, for himself, that he is the managing member of BMD Enterprises, L.L.C. and that the foregoing instrument was signed in behalf of said company and has authority to bind the company and the plat of Dairy View Estates to the said DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS.



NOTARY PUBLIC

