

\$ 41.00
for fees
by Herbert
260 E 600 N
Lehi UT 84043 (M)

**COVENANTS, CONDITIONS AND RESTRICTIONS OF
HANSEN HILL ESTATES SUBDIVISION, LEHI UTAH
PLAT " A "**

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 27 10:13 am FEE 41.00 BY SFS
RECORDED FOR HERBERT, JOY

We, the undersigned, owners of the following described real property, to-wit:

Plat " A " of Hansen Hill Estates Subdivision do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the Hansen Hill Estates Subdivision Plat A , shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned plats as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above described property.

B. ARCHITECTURAL AND LANDSCAPE COMMITTEE

The Architectural and Landscape Committee be established and shall consist of three members, the majority of which all constitute a quorum and the concurrence of the majority shall necessary to carry out the provisions applicable to this committee. The Committee shall consist of three members. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all 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 and the Committee shall declare a vacancy. Sale or transfer of all ownership interest in any portion of the Subdivision shall constitute resignation from the Committee.

C. RESIDENTIAL AREA COVENANTS

1. **Land Use and Building Type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling. Excluding the (3) pre-existing home owners grandfathered into the Hansen Hill Estates Subdivision. No modular homes are allowed on the lots.
2. **Dwelling Size:** Each finished dwelling must meet or exceed the following minimum living area sizes:
 - Single story homes*, shall not be less than 1,800 square feet within the outside perimeter of the main construction, excluding garages, porches, verandahs, carports, patios, etc., unless approved by said Architectural and Landscape Committee;
 - Split-level homes*, shall not be less that 2,100 square feet excluding garages, porches, verandahs, carports, patios, etc., patio's approved by said Architectural and Landscape Committee.
 - Two-story homes*, shall not be less the 2,000 square feet excluding garages, porches, verandahs, carports, patios, etc., unless approved by said Architectural and Landscape Committee.
3. **Dwelling Height.** No dwelling shall exceed a height of 35' as measured from the finished grade adjacent to main floor living area to the highest roof ridge. Any deviation from this requirement must be approved in writing by the Architectural Committee and may also require a variance from Lehi City.
4. **Garages.** Each dwelling is to be provided with two (2) car enclosed garage as a minimum. Garages may be attached or detached. Where possible, a side entry, detached or rear loading garages are encouraged to present a varied streetscape. Any additional outer buildings over 150 sq. feet must have all exterior materials approved by the Architectural Committee.

5. **Roof Type.** The roof material shall be a minimum 25 year architectural grade (subject to Architectural Committee approval for color and grade) or tile.
6. **Roof Pitch.** Roof lines must be kept at a 5 in 12 pitch or higher, unless special permission is granted by the Architectural and Landscape Committee upon review of plans, specifications and lot location.
7. **Exterior Building Materials.**
 - a. No structure shall be built with less than 100% being either brick, stucco or stone, with the following exception: Limited siding for special trim design areas (ie. gable ends, pop-outs, cantilevered bays, etc.) may be allowed with a maximum of 15% coverage.
 - b. Log Homes and log siding shall be prohibited.
 - c. Examples of material types and colors shall be submitted to the Architectural Committee for review and approval. Exterior material colors shall be selected as not to be distracting or unique.
 - d. Any deviation from these requirements must be approved by the Architectural Committee.
8. **Landscaping:**
 - a. Each individual lot shall be completely landscaped by the title-holder within 1 year of the issuance of a certificate of occupancy, including automatic sprinkler systems.
 - b. Each lot must be fully landscaped within five years of the recordation of a deed transferring title to the property regardless of whether any construction on the property has been commenced.
 - c. 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 sidewalks without specific approval in writing of the Architectural Committee.

The following trees, because of their desirable characteristics, are recommended in the Hansen Hill Estates Subdivision;

Popular or Common Name

Maple

Ash

Aspen

Thornless Honey Locust

All other trees as approved by the Architectural Review Committee

The following trees, because of their undesirable characteristics, are prohibited in the Hansen Hill Estates Subdivision:

Popular or Common Name

Tree of Heaven

American Plane Tree

Lace Leaf Poplar

Silver Leaf

Bolleana Poplar

Narrow-leaf Poplar

Carolina Poplar

Fremont's Poplar

Lambardy Poplar

Black Locus

Siberian Elm

9. **Fencing.** All fences must be approved by the Architectural Committee prior to construction. No fence, wall, hedge or other dividing structure shall be permitted over 40" within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All dog runs shall be placed in the rear setback as designated by the final subdivision plat. Excluding lots 1 - 7 - 6
 10. **Mailboxes.** All mailboxes, will be single or dual use, and be located within the designated area on the plot plan as directed by the United State Postal Service. All Mailboxes will be of the type, color and model as specified by the Architectural Committee. Each home shall maintain their individual mailbox and be responsible for repair and replacement as necessary.
 11. **Ingress/Egress.** No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of his subdivision.
 12. **Buildings.** No building, structure, or fences of any kind shall be constructed until the house plan is approved by Lehi City and the Architectural Committee, at which time construction of the home shall begin.
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13. **General.** Prior to construction, the lot owner shall be responsible for clearing weeds and debris.
 14. **Vehicles, RV's, Trailers.** Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicle on the street during their visit, but not to exceed one week at a time. Parking shall not be allowed in the front yard setback unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets.
 15. **Storage Tanks.** No tank for the storage of fuel is allowed in the development.
 16. **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 setback lines shown on the final Subdivision Plat.
 17. **Site Materials.** 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 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.
 18. **Easements.** Easement 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.
 19. **Animals.** Keeping of animals other than those ordinarily kept as family pets shall be forbidden.
 20. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
 21. **Signs.** No signs, billboards nor advertising structures may be erected or displayed on any lots thereinbefore described or parts or portions thereof, except that a single sign, not more than 2x3 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.
 22. **Trash.** No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage service.
 23. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
 24. **Relocated Building and Modular Homes.** No building which was formerly located in another site shall be moved on to a lot in this project. Also, modular homes are restricted from being placed on a lot in this project.

25. **Satellite Dishes.** No satellite dishes or antennas shall be placed in the front set back or areas visible from the roadway. Any roof-mounted antenna or equipment is to be placed behind the roof ridge line so as not to be visible from the roadway.
26. **Swamp Coolers.** Any roof-mounted equipment is to be placed behind the roof ridge line so as to not be visible from the roadway.

D. NEW BUILDING AND PROCEDURE

1. To maintain a degree of protection to the investment which house owners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed, as a part of the approval process.
2. **Preliminary Plans:** (To be filed for approval and accepted before final plans are begun.) Preliminary plans shall include as minimum the following:
 - a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
 - b. Floor plans of each floor level to scale.
 - c. Elevations to scale of all side of the house.
 - d. One major section through house.
 - e. A perspective (optional).

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

3. **Final Plans.** (To be filed for approval and accepted by the Architectural Committee before construction is begun.) Final Plans shall include as a minimum the following:
 - a. Plot plans to scale showing the entire site, buildings, garages, walks, drives and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
 - b. Detailed floor plans.
 - c. Detailed elevations, indicating all materials and colors and showing existing and finished grades.
 - d. Detailed sections, cross and longitudinal.
 - e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

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

4. **Committee Procedure.** The members of the committee in agreement that constitute a majority shall affix their signatures to any plans upon which the committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.
 - a. The Committee shall accept or reject:
 1. Preliminary Plans of proposed residences (as defined herein).
 2. Final Plans of proposed residences (as defined herein).
 3. Planning Problems or complaints by property owners.
 - b. The committee shall act within fourteen days on the preliminary plans, and place its action in writing to be held as a permanent record, with copies to the parties concerned.
 - c. The final plans shall be delivered to the Committee, which shall accept or reject them within seven days and so notify the owner in writing.

- d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.
- e. The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving what it feels are in the best interest of the property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the Committee shall be final.
- f. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location with thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suite to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.
- g. An approval letter from the Architectural Committee will be required prior to Lehi City issuing a building permit.

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E. GENERAL PROVISIONS

1. **Extent of Obligation.** The said covenants, conditions, restrictions and reservation 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, their successors and assignees as a general plan for the benefit of the subdivision.
2. **Amendment.** The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract and with the consent of Lehi City Council.
3. **Enforcement.** In the event of violation of any of these covenants, the Architectural Committee or Lehi City is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision.
4. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

WITNESS our hands this 25th day of FEBRUARY, 2005

Earl Jay Hansen
EARL JAY HANSEN

Joy Herbert
JOY HERBERT

Nile Hansen
NILE HANSEN

STATE OF UTAH)

: SS

COUNTY OF UTAH)

I, the undersigned notary public, do acknowledge that the above-named people did certify to me that they signed the foregoing instrument.

Marla S. Fackrell
NOTARY PUBLIC

