

DECLARATION OF PROTECTIVE COVENANTS

THE UNDERSIGNED OWNER in the fee of the following described property

Carter Ridge

Plat B Lots

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...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.

A. AREA COVENANTS Plat B 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 nor more than three automobiles.

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

Side entrance encouraged

3 car garage encouraged

2 ½ story maximum height

Stucco, brick, rock or cultured stone front. Sides and back to be stucco, rock

Masonry, or vinyl siding.

No log cabins, contemporary or modern design homes.

Synthetic stucco finish must be used. (no hard coat)

Colors to be subdued and unobtrusive

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

No visible antennas

No full-sized satellite dishes, mini satellite dishes only.

Landscaping to be completed within 12 months of occupancy.

No chain link fences in excess of 4"

Metal mail boxed shall be painted to cover raw or galvanized metal.

DECLARATION OF PROTECTIVE COVENANTS

PG 2

Landscaping

- No automobiles, campers, motor homes, trailers, boats or other vehicles on Front streets. Temporary only.
- Trash cans stored out of public sight.
- No exterior clothes line.

The ground floor area of a one story dwelling shall not be less than 1500 square feet.

Split level designs, only the ground level and the first level above the ground level count toward a 1200 square footage requirement . (Areas specifically excluded from the 1200 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. 3-any area, finished or unfinished above the garage.)

The ground floor area of the two story dwellings shall not be less than 1000 square feet with not less than 500 square feet in the upper level.

Said minimum square footage required shall be exclusive of garage and open porches. (Log homes and pre-constructed homes are not permitted.)

A-3 Detached Garages , Shops, and out Buildings. All such buildings shall be designed, situated on lots, and constructed of same quality materials and workmanship as the primary family dwelling and 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.

DECLARATION OF PROTECTIVE COVENANTS

PG. 3

- 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 sufficient 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 lay lot, excepting, inoperable vehicle may be kept upon the premises when stored in a totally enclosed building. No junk vehicle of any type will be allowed. Commercial equipment (trucks, graders, loaders, etc.) are not to be parked in the are except during construction periods, Agriculture equipment for operating and maintaining the land is permissible, said equipment for operating is to be maintained in good repair.
- 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 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.
- f. All area of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by the contractor of that project or the lot owner.
- g. Any R. V., trailer, boat, etc., must be set back off the street behind the plane of the home.

A-5 PETS All pets are to be confined to their owners lot, and not become an annoyance or nuisance to the area. Not more than two dogs and three cats are allowed.

NOTE: Permitted animals are to be confined to 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.

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PG.4

SEVERABILITY

Any exception must be approved by the architect committee.

Dated this 16th day of April 1998Carma Hampton

State of Utah)

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County of Utah)

On the 16th day of April, 1998 personally appeared before me CARMA HAMPTON, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Thomas R. Hare
Notary Public

My commission expires: 12/2/00

