

59/7

COVENANTS, CONDITIONS AND RESTRICTIONS

SOMMERSET SUBDIVISION, PHASE III A PLANNED RESIDENTIAL DESIGN

ENT 70586 BK 5123 PG 736
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Jun 16 1:14 pm FEE 59.00 BY AK
RECORDED FOR HUBBLE ENGINEERING INC

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 38, inclusive, Somerset Subdivision Phase III, a Planned Residential Design, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property and also described in the attached exhibit "A".

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Each finished dwelling must have a minimum square footage of 1000 square feet of living area on the main level. Square footage is excluding garages, verandas, carports, patios, basements, porches and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement.

2. No tank for storage of fuel may be maintained above the surface of the ground.

3. 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 set back lines as required by Lehi City. In any event no habitable building shall be located on any lot nearer than 20 feet to the front lot lines, nor nearer than 25 feet to any side street.

No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

4. 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 will 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.

5. Easements. Easements 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.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the

written permission of two-thirds of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This area is subject to all the sounds, odors, and activities normally associated with an agricultural area and use.

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 feet by 5 feet in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

15. Maintenance. Every lot, including improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. All front yard landscaping must be installed within the first growing season after such date that occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through October 31. If a building permit is issued during the growing season;

compliance with this restriction is required by the end of the current growing season, unless the permit is issued after September 1 of that growing season.

DESIGN GUIDELINES

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In addition to the above listed Residential Area Covenants and all other restrictions and covenants outlined in this document, a set of Design Guidelines shall apply. The purpose of the Design Guidelines is to increase the aesthetic quality of the Sommerset Subdivision, Phase III, a Planned Residential Design, while maintaining a housing stock that remains achievable to the first-time home buyer. The Design Guidelines are intended to create a harmonious architectural approach, compatible with the site, while providing each home owner with flexibility in choosing exterior and interior features so as to avoid monotony of design, exterior elevations and colors. These Design Guidelines are listed below.

I. Architectural Standards

1. **Height of Structures**
The maximum height of any residence shall not exceed two stories above grade and shall not exceed Lehi City building height requirements for the zone.
2. **No Reflective Finishes**
No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation, the exterior surfaces of the following: roofs, all projections above roofs, doors, trim, fences, pipes, mailboxes and newspaper tubes.
3. **Materials - Exterior Surfaces**
Exterior surfaces will consist of the following: On all side and rear elevations of all homes, vinyl siding, stucco and masonry shall be acceptable. The front elevation of all homes will be a combination of stucco and masonry wainscot, or vinyl and masonry wainscot with the minimum masonry square footage equal to 50 % of the area of the front elevation. The colors of the siding, stucco and masonry shall be chosen to compliment and match as closely as possible.
4. **No Two Homes Alike on Adjoining Lots**
Due to the lot size and density of the Sommerset Subdivision, no two alike are allowed on adjoining lots. Adjoining lots shall be defined as lots which share common side yard property lines. This includes the same model with different materials, however, the same model with two different front elevation details will be permitted on adjoining lots.
5. **Setback Requirements**
Front setbacks shall vary between 20 and 25 feet to create additional visual interest to the street scape. The minimum side setback shall be eight feet with a minimum rear setback of 25 feet. Corner lots shall have a 25-foot side street setback.
6. **Garages Required**
All homes are to have at minimum a two-car garage. Neither carports nor covered parking within the front setback will be permitted.
7. **Garage Access - Corner Lots**
Homes on corner lots shall have side-entry garages with at least one window on the front

elevation side of the garage.

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8. Central Air Conditioning Required
All homes are to have central air conditioning. Evaporative coolers will not be permitted.
9. Porch Fencing
Those homes with front porches shall have trim/fencing in decorative, white vinyl that is uniform to the development. Wood trim/fencing on porches will not be permitted due to the required maintenance of such trim.

II. Landscaping

Each home shall have two trees and five shrubs planted within the front setback within one year of home occupancy.

The trees shall be 1½" caliper if deciduous and 6' if coniferous. Shrubs shall be a minimum of one gallon. Trees and shrubs shall be chosen from the following list:

Coniferous Trees

White Fir
Colorado Green Spruce
Austrian Pine

Deciduous Trees

Red Sunset Maple
Palmore Ash
Eastern Redbud
Bradford Pear

Coniferous Shrubs

Sea Green Juniper
Compact Oregon Grape

Deciduous Shrubs

Redleaf Barberry
Compact Burning Bush
Alpine Currant

III. Fencing

Perimeter fencing along Main Street and 1700 West Street shall be uniform and site-obscuring. Decorative, white vinyl fencing with a height of six feet, has been proposed for the Sommerset Subdivision.

Interior fencing shall be at the discretion of the individual property owner. If the City would like to narrow the choices that property owners may install to provide some uniformity throughout the development, that can be accomplished through the Design Guidelines.

GENERAL PROVISIONS

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 and 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 tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

ENFORCEMENT

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In the event of violation of any of these covenants, property owners in the said tract are authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signators hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signators hereto, that if such aforementioned signators violate the provisions of these covenants, 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 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9 IN WITNESS WHEREOF, the undersigned, Melvin V. Frandsen, has executed the instrument this
day of June 1999.



By: Melvin V. Frandsen

IN WITNESS WHEREOF, the undersigned, Rick Salisbury, has executed the instrument this 11
day of June 1999.



By: Rick Salisbury

 **DONALD CLAIR ALLEN**
NOTARY PUBLIC • STATE of UTAH
479 NORTH 1200 EAST
PL. GROVE, UT. 84062
COMM. EXP. 3-1-2002

 **NOTARY PUBLIC**
DIANNA C. WEBB
420 N. 400 E., Lehi, UT 84043
My Commission Expires May 27, 2000
STATE OF UTAH

Dianna C. Webb
Notary Public

THE WITHIN COVENANTS HEREBY APPROVED BY:

THIS EXHIBIT ATTACHED TO THESE RESTRICTIVE COVENANTS AND MADE A PART THEREOF

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S 89°46'46" W, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION, A DISTANCE OF 979.75 FEET, TO THE REAL POINT OF BEGINNING; THENCE S 00°00'21" W, A DISTANCE OF 265.84 FEET TO THE NORTHEAST CORNER OF STAGE COACH CROSSING PLAT "B" SUBDIVISION; THENCE N 89°29'20" W, ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 400.43 FEET; THENCE N 00°30'40" E, A DISTANCE OF 99.79 FEET; THENCE N 03°37'05" E, A DISTANCE OF 56.10 FEET; THENCE N 00°00'21" E, A DISTANCE OF 210.17 FEET; THENCE N 00°53'39" E, A DISTANCE OF 56.00 FEET; THENCE N 00°37'45" E, A DISTANCE OF 88.42 FEET; THENCE N 89°58'24" E, A DISTANCE OF 126.93 FEET; THENCE N 01°11'00" E, A DISTANCE OF 640.70 FEET; THENCE N 89°22'14" W, A DISTANCE OF 29.95 FEET; THENCE N 00°37'45" E, A DISTANCE OF 56.00 FEET; THENCE N 01°11'00" E, A DISTANCE OF 112.50 FEET; THENCE S 89°22'15" E, ALONG THE SOUTH SIDE OF MAIN STREET, A DISTANCE OF 281.12 FEET; THENCE S 00°00'21" W, A DISTANCE OF 1054.42 FEET, TO THE REAL POINT OF BEGINNING, CONTAINING 9.58 ACRES OF LAND, MORE OR LESS.