

10439

COVENANTS AND BUILDING RESTRICTIONS
OF ALPINE COUNTRY CLUB SUBDIVISION

Hi-Timp Land Development Company, the owner or representative of the owner of the following described property located in Utah County, State of Utah:

Plat "D"

ALPINE COUNTRY CLUB SUBDIVISION

The same being the real property now duly platted as Alpine Country Club Subdivision in Utah County, as said plat is now recorded in the office of the Recorder in and for Utah County, hereby makes the following declaration as to limitations, restrictions and uses to which the lots constituting said property may be put, specifying that said declaration shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of limitations upon all future owners for the purpose of keeping this addition desirable, uniform and suitable in architectural design and use as specified hereafter:

1. No structure whatever other than one private, single family dwelling together with a private garage for not more than three (3) cars, a guest house, and servant quarters, all of masonry and/or frame construction, shall be erected, placed or permitted to remain on any of the lots.

2. No store, office or other place of business of any kind and no hospital, sanitorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment, or any church shall be erected or permitted upon any of the lots, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots, except for a temporary sales office during and for the development and sale of the property described herein.

3. The principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters, of 1200 square feet above the ground level. Deviation from this standard may be approved by the Architectural Control Committee provided herein.

4. The following building location restrictions shall apply: (a) no structure shall be located nearer than 30 feet to any street property line, or nearer than 40 feet on lots located on Hi-Way 80, or fail to meet minimum requirements on state and county roads; (b) no structure shall be located nearer than 10 feet to any side property line; (c) no structure shall be located nearer than 30 feet from any rear property line abutting a golf course, park or recreation area. For the purposes of this restriction, eaves, steps and open porches shall be considered as a part of the structure. Where the topography or location of the property lines of any lot prevent reasonable construction of the permitted structures within the specified area, the Architectural Control Committee, hereinafter described, may, by affirmative action, permit a variation from the requirements of this restriction. In no event shall the Committee permit a structure to be located nearer than 10 feet to any side property line.

If any dispute arises as to what constitutes a street, rear or side line, the decision of the Committee shall be final.

5. No structure shall be erected, altered, placed or permitted which exceeds in height 20 feet from the highest finished grade line immediately adjoining the foundation of the structure. Structures shall be one story only, except that the Architectural Control Committee shall have the right to approve split-level plans.

6. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimension as originally conveyed by the Hi-Timp Land Development Company except for the public utilities. This restrictions shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts thereof in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage shown on the plat of Hi-Timp Land Development Company, for any one of the lots, portions of which are so conveyed or encumbered as shown by the plat of Hi-Timp Land Development Company, or having less area than any one of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of the lot shall, for the purpose of this provision, be treated as a whole lot.

7. No building, fence, wall or other structure shall be commenced, erected, maintained or re-modeled until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for the aesthetic or other reasons, and in so passing upon such plan, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. All plans must be submitted to the Architectural Control Committee as outlined and if the Committee has not taken action within 15 days on such plans, the owner may then proceed with his work. Notification of denial must be in writing.

8. No radio, short wave, or television antenna, or any other structure over 3 ft. above highest roof line of the individual residence, on or to which it is constructed, shall be permitted unless approved by the Architectural Control Committee.

The Architectural Control Committee shall be composed of no less than three members selected by the Board of Directors of Hi-Timp Land Development Co., and in the event of death, incapacity or resignation of a member of the Committee, the remaining members shall designate a successor. The

5 members of the committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of an architect as consultant, and to charge a sum not exceeding \$25.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing upon the plans and specifications. In the event of discontinuance of this Architectural Control Committee, for any reason, it may be recreated by appointment of the District Court, or appointment of the Chairman of the Utah County Commission. Appointees to the Committee must be lot owner in Alpine Country Club Subdivision.

9. No fence, wall or hedge over three feet high shall be constructed or maintained nearer than 40 feet to any property line except from street and right-of-way where no such fences, wall or hedges will be permitted nearer than 30 feet. Landscaping shall be planned in this area so as to avoid undue obstruction of the view of the golf course of adjacent lots.

10. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless written approval shall have been secured from the Architectural Control Committee.

11. In the event the proposed improvement is to be only for repainting or redecorating the exterior of such structure, without remodeling or changing it, or making additions thereto, it shall be necessary to file with the Committee, in duplicate, the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.

12. No livestock or poultry, nor any other animals unless expressly permitted, shall be kept on any of the lots.

13. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Architectural Control Committee shall have the right to determine what is a reasonable number of such animals.

14. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on the lots, and no dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. No building materials shall be stored or permitted to remain on lots unless to be used for immediate use.

15. With the exception of one "For Rent" or "Fore Sale" sign (which shall not be over 20 x 26 inches), no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot. No noxious or offensive activity shall be carried on upon any lot.

16. For the purposes of any general plantings within road area, and for other beautification features within Alpine Country Club Subdivision, for the general use, protection and benefit of all lot owners, each and every lot owner in accepting a deed or contract for any lot in Alpine Country Club Subdivision agrees to become a member of a mutual improvement and maintenance association which will be organized among the owners, either formally or informally; it being understood that any such association shall be operated and conducted on a strictly cooperative and non-profit basis. Hi-Timp Land Development Company shall originally appoint a board of directors for such an association, to consist of no less than 3 land owners in Alpine Country Club Subdivision. Continuation of the association shall occur by election of the lot owners. A majority will be determined on the basis of the number of lot owners in Alpine Country Club Subdivision.

17. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including tank for storage of gas, fuel, oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal them from neighboring lots, streets, or from the view of any golf course property, park or recreation area.

18. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash or garbage shall be removed from the lots each week and shall not be allowed to accumulate and shall not be burned thereon, nor deposited in streams bordering or traversing any property.

19. Hi-Timp Land Development Company, or its assignee, reserves easement over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm or sanitation), gas lines, and other public utilities along property lines as recorded on plat, with the right to assign the easement. By these covenants it is understood that these easements will run concurrently with the life of this covenant.

20. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until January 1, 1984, A. D., after which time they may be extended for a period of twenty five years, or more, with an instrument signed by a majority in number of the then owners of the Alpine Country Club Subdivision lots.

21. Right to Enforce: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots in Alpine Country Club Subdivision, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions there in set forth shall be personally binding on any corporation, person or persons, except in respect of breaches, committed during its, his, her, or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or, to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, Hi-Timp Land Development Company, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions wherein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

22. Invalidation of any one of these restrictions by Judgment or court order shall in no wise effect any of the other provisions which shall remain in force and effect.

23. Any and all building plans and improvements must be approved by the Architectural Control Committee.

HI-TIMP LAND DEVELOPMENT CO.
BY KAY ALLEN
PRESIDENT

549

ACKNOWLEDGEMENT

We the undersigned lot owners of Plat "D", Alpine Country Club

Subdivision agree to the Deed Covenants as outlined:

Lot Number

1 W. Keith Adamson Keith Adamson

Louise A. Adamson

2 Walter Jones Walter Jones

Jones & Jones

3 Kay Allen Kay Allen

David Allen

4 Ralph F. Powers Ralph F. Powers

Shandra Powers

5 David A. Green David A. Green

Hazel K. Green

6 C. T. Curtis Co. Buy C. T. Curtis Co. Buy

Richard Lee Tooke

7 J. L. Adamson J. L. Adamson

Cora B. Adamson

8 Ralph F. Powers Ralph F. Powers

Shandra Powers

9 W. Keith Adamson W. Keith Adamson

Louise A. Adamson

10 W. Keith Adamson W. Keith Adamson

Louise A. Adamson

11 Ralph F. Powers Ralph F. Powers

Shandra Powers

12 J. L. Adamson J. L. Adamson

Cora Adamson

13 C. T. Curtis Co. Buy C. T. Curtis Co. Buy

Richard Lee Tooke

14 Kay Allen Kay Allen

Gus P. Jones

15 Kay Allen Kay Allen

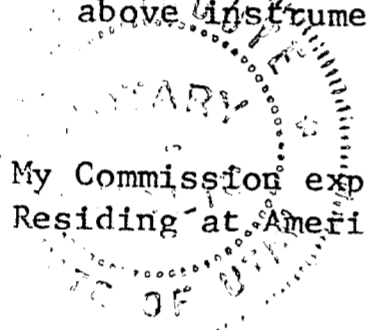
Gus P. Jones

16 E. Craig Dutton Pres.
Alpine Country Club
 17 P. T. Catalano - Pres.
Rishon H. Tordella
 18 Ray Jacobs
James H. Touse
 19 Walter M. MacLennan

STATE OF UTAH)
COUNTY OF UTAH)^{SS}

DATED THIS 22nd day of September, 1967, personally appeared before me a Notary Public in and for the State of Utah the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 5-12-71
Residing at American Fork, Utah



[Signature]
Notary Public

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