

64 E. 6400 S. #100
Murray, UT 84107

ENT 12531 BK 3629 PG 537
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAR 1 1:24 PM FEE 28.00 BY MB
RECORDED FOR MERIDIAN TITLE

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64 E 6400 S #100
Murray 84107

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the Owners of the following described real property located in the City of Highland, Utah County, state of Utah, co-wit: Lots 301 through 313, Plat C, Alpine Shadows, according to the plat thereof, as recorded in the office of the County Recorder of said County; do hereby establish the nature of the use and enjoyment of all lots in said subdivision and so declare that all conveyances of said lots shall be make subject to the following conditions, restrictions, and stipulations:

PART A. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed a roof line with a pitch in excess of 12/12, plus two stories in height, plus two feet above original grade; and a private garage for not more than three vehicles, Barns and out buildings not to exceed a total of 3,000 square feet of floor space and not to exceed 24 feet in height from original grade. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. No carports shall be permitted attached to dwelling. Each dwelling shall be constructed of masonry materials except that soffit and fascia may be wood, aluminum or vinyl, and stucco is permitted so long as 20% of the wall area is brick or stone. Each swelling shall have a minimum of two car garage and all garages must have functional metal or wood panel doors. No "A" frame or modified "A" frame roofs shall be permitted. No commercial vehicles larger than a pickup shall be parked on any lot. Materials used for business, building materials, non-working farm equipment or other unsightly materials shall not be stored on any lot. All construction, once begun, must be completed within 12 months. All construction materials must be stored or stacked in a safe and visually appealing manner when not being used or applied.

2. Architectural Control. No building shall be erected, placed, or altered on any or until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$100,000.00 exclusive of lot, based upon cost of levels prevailing on the date these covenants are recorded it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantial the same or better than that which can be produced in the date these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The finished floor area of the finished main structure exclusive of open porches and garages, shall be not less than: 1800 square feet for a one story

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dwelling, 2,300 feet for a two story dwelling and 2300 for a tri-level dwelling. In the event that an Owner elects to have a three car garage, the requirements of any square footage shall be reduced 100 square feet

4. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on any lot, unless in enclosed areas are designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. All exteriors and paint of all improvements shall be kept in good repair.

5. Temporary structures. No structure of a temporary character, trailer, basement, boat, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

6. Signs. No signs of any kind shall be displayed to the public view on any lot except on professional sign of not more than two square feet in area, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under handler's control. Also, on lots in excess of 39,000 square feet, Owners shall be allowed to keep four horses, two ducks or geese, two chickens and 10 pigeons. No corral or building used to shelter animals shall be permitted within 70 feet of a neighbor's dwelling.

8. Garbage and Refuse Disposal. 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 equipment for the storage or disposal of trash and 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 on any lot in view of the general public.

9. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at a point 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street lines property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines of pedestrians or persons in an automobile.

10. Landscaping. Trees, lawns, shrubs or other planting provided by the

Developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All front and side yards must be fully landscaped within 12 months of purchase of lot. All front yards must have a buried, automatic sprinkler system that services all front and side yards.

11. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. **Right to damages.** No Lot Owner has the right to seek damages, court costs or attorney's fees for results of the action or non-action of the Architectural Control Committee Members or the Developer regarding these restrictions and covenants, however the Lot Owner may seek an order of the Court to reverse a decision of the Committee if the Lot Owner can prove the decision of the Committee is unfair.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After 90% of the lots are sold by the Developer, the then recorded Owners of a majority of the lots shall have the power to change the membership of the committee. The beginning Architectural Control Committee is composed of Robert Strang and Kenneth Olson or others appointed by the Developer. The Developer shall retain sole right to appoint new members until 90% of all lots are sold.

2. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it (receipt required as evidence of submittal); and the Lot Owner notifies all of the other Lot Owners of the Committee's non-action; and 15 days pass from the date of the notice of non-action; then approval will not be required.

PART C. GENERAL PROVISIONS

1. **Terms.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

