

15575

**DECLARATION OF BUILDING AND USE RESTRICTIONS**

**PART A. PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Residential Properties, Inc., a Utah corporation, being the owner of the real property in Utah County, State of Utah, described as follows, to-wit:

All of the lots of Alpine Village Subdivision Plat B according to the official plat thereof recorded in the office of the County Recorder of Utah County, Utah,

does hereby establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations:

PART B. RESIDENTIAL AREA COVENANTS affecting all lots of  
ALPINE VILLAGE SUBDIVISION

1. Land Use and Building Type. No lot shall be used except for residential purposes. Except as herein provided, no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and/or carport for not more than three vehicles.

2. Architectural Control. No building shall be erected, placed, or altered on any lot 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 location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided in Part C. Dirt shall be built up and settled around the foundations, causing the ground to slope away from the foundations so that water will drain away from the house

for at least four feet before the ground levels off. Concrete used in driveways must be of 6.3 bag mix and have strength of not less than 2500 pounds per square inch 28 days after the concrete is poured. No concrete with a slump (wetness or soupleness) depth of more than four inches in Alpine City's tester shall be used in flat work on basements, steps, walks, and driveways. Homes shall be of good brick or frame construction or shall be constructed with other stone or rock that is of good appearance and quality, which shall be approved by the Architectural Control Committee prior to construction. All fences must be cleared by the Architectural Committee. Variations may be approved by the Architectural Control Committee, as long as the homes are not degraded. A 6.3 bag mix of concrete shall be used on unfinished portions of the curb and all sidewalks. Concrete used in the curb and sidewalks must also pass the same slump test as concrete used in other parts of Alpine Village. Any section of sidewalk or curb, which is broken during construction, shall be replaced by the building contractor for the lot to which the broken section pertains or by the owner of such lot.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot having a reasonable value of less than \$75,000, including lot, based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,700 square feet, or a combined floor area of 2,100 square feet on a two story structure.

4. Building Location.

a. No building shall be located on any lot nearer than

40 feet to the front lot line, or nearer than 30 feet to any side street line.

b. No building shall be located nearer than ten feet to one interior lot line and twelve feet to the opposite lot line, except that a five-foot minimum side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 30 feet to the rear lot line.

5. Lot area and Width. No dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet.

6. Easement. Easements for installation and maintenance of utilities, drainage facilities and equestrian right of way are reserved as shown on the recorded plat and over the rear ten (10) feet of certain numbered lots and the rear fifteen (15) feet of certain other numbered lots according to the plat thereof. No structure, planting or other material shall be placed or permitted to remain within the area of such easements, which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow of drainage channels in the easement areas, or which may impede the use of the equestrian right of way. The easement area of each lot and all improvements in said area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be permitted in any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee shall be permitted in carports, unless such storage is in an enclosed area built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lot areas unless

they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot any time as a residence, either temporarily or permanently, provided that a permanent hobby shop may be constructed and used for purposes that are not noisy or offensive to the neighbors.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder during the construction period, provided that one large sign may be placed at the entrance displaying the name of the subdivision.

10. 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 usual 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, and provided further that no such dogs, cats, or pets are a disturbance or nuisance to the neighbors.

11. 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 incinerators or other 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 lot owner. No unsightly materials or other objects are to be stored in any lot in view of the general public.

12. 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 lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other planting provided by the developer shall be properly nurtured and maintained and shall be replaced at the property owner's expense upon request of the Architectural Control Committee.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain, on any lot which may damage or interfere with established slope ratios, which may 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 such areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public

authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee shall be composed of three officers of Residential Properties, Inc. A majority of the committee may designate a representative or representatives to act for it. In the event of death, resignation or removal of any member of the committee, Residential Properties, Inc. 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 hereto. Following sale by Residential Properties, Inc. of all lots within said subdivisions, the officers of Residential Properties and their representatives shall withdraw as members of the Architectural Control Committee. At any time following such withdrawal, the then record owners of a majority of the lots in said subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

2. Procedures. No building, outhouse, garage, fence wall, retaining wall, or other structure of any kind shall be added, erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any change made to the exterior of improvements on the property by way of alteration, addition, repairing, remodeling, or adding, unless, prior to the commencement of any construction, excavation, or other work, two (2) complete plans and specifications thereof, including front, side, and rear elevations and floor plans for each floor and basement, color scheme thereof, and two (2) plot plans indicating and fixing the exact location of such structure, or such altered structure, on the lot with reference to the street and side lines there-

of shall have been first submitted in writing for approval and approved in writing by the Architectural Control Committee.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to have been fully complied with. It is the intent of these restrictions to define the name "committee", wherever it appears in these restrictions, to mean the Architectural Control Committee referred to in Part C hereof.

#### PART D. GENERAL PROVISIONS

1. Term. 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 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to restrain violation thereof, and such action may be brought by any owner of an interest in any lot or lots in said subdivision.

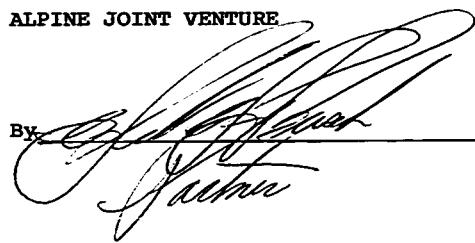
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The restrictions herein contained shall be in addition to and not in conflict with the zoning ordinances now in force as enacted by Utah County and Alpine City, Utah.

IN WITNESS WHEREOF, the undersigned have executed these restrictions this 11th day of April, 1979.

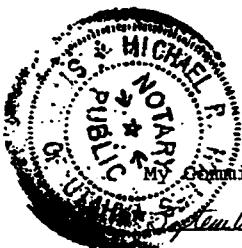
ALPINE JOINT VENTURE

By



STATE OF UTAH )  
COUNTY OF SALT LAKE )  
: ss

On the 15th day of April, 1979, personally appeared before me, ROBERT R. BUSCH, who, being by me duly sworn, did say he is the president of Alpine Joint Venture, a Utah partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of a resolution of its members and the said ROBERT R. BUSCH acknowledged to me that said partnership executed the same.



  
Michael P. Busch  
Notary Public  
Residing at Bountiful, Utah

MY Commission Expires:

September 29, 1981

  
1979 APR 26 AM 9:57  
NOTARY PUBLIC  
NAME: MICHAEL P. BUSCH  
ADDRESS: 100 S. 200 E.  
CITY: BOUNTIFUL  
STATE: UTAH  
ZIP: 84010  
PHONE: (801) 225-3300  
FEE: \$3.00  
PR. ✓ ABS ✓ IND  
S. ✓ T. ✓ R.  
84125