

McNIEL SUBDIVISION
Declaration of Protective Covenants

This Declaration, made the 10th day of April 1997, by Lon S. Nield, as follows:

Lon S. Nield is the owner of real property in the county of Utah, State of Utah, described as:

Lots 1-8 McNiel Subdivision

Title to all of the above mentioned lots may be sold only subject to these protective covenants.

ARTICLE 1
ARCHITECTURAL CONTROL

Section 1: Building Type. No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling. Every dwelling shall have a minimum area above ground of two thousand (2,000) square feet for a single level residence and two thousand eight hundred (2,800) square feet above ground for a two-story. Homes of multiple levels will be considered on a case by case basis.

Section 2: Temporary Structures. No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

Section 3: Front Yard Requirements. The minimum depth of the front yards for dwellings and for private garages shall be thirty-five (35) feet from the property line. Exceptions may be granted to such requirement and the front yard minimum depth may be reduced to thirty (30) feet upon showing special circumstances. All other set back requirements to meet Alpine City ordinances.

Section 4: Garages, Driveways, and Fences.

(1) Every dwelling must have a minimum of a two (2) car garage. The door(s) of the garage, where possible, shall open away from the street.

(2) Driveways for dwellings must be large enough to accommodate two (2) parked automobiles.

Section 5: Architectural Guidelines.

(1) Harmony in building. The exterior material of all dwellings shall be either brick, stucco, stone, or other approved materials. No siding, except when approved by 3/4 or 6 of the owners in plat. The roofing materials shall be either wood shingles, approved architectural composition shingles, or tile roofs.

(2) Any outbuilding must be of the same material and architecture as the home.

GENERAL PROVISIONS

Section 1: Enforcement. Any owner of the successor in interest of an owner shall have the right to enforce by proceedings at law or inequity all restrictions, condition, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation.

Section 2: Acceptance of Restrictions. All purchases of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, are hereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

Stat of Utah
County of Utah

On April 10, 1997, personally appeared before me Lon S. Nield, the signer of this instrument, who duly acknowledged to me that he executed the same. IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal:

Lon S. Nield
Lon S. Nield

Notary Public Kristin Lyn Udy

Residing at alpine

Commission Expires Sept 10, 2000

