

RESTRICTIVE COVENANTS
INTERNATIONAL ESTATES Plat B

ENT 30582 BK 3148 PG 593
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1993 MAY 17 2:18 PM FEE 53.00
RECORDED FOR RICK LEE CARLTON

Alpine, Utah

Edmund B. and Jeniel P. Howell, the fee owners of the following described real property, located in the City of Alpine, County of Utah, which property has now been duly platted as International Estates Subdivision, Plat B, a subdivision of the City of Alpine, State of Utah, as such plat is now recorded in Book _____ page _____, of the records in the Office of the county recorders of the County of Utah, State of Utah, hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declarations shall constitute, covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision, uniform, and suitable in architectural design and use as specified herein. Lot #29 a 5-acre lot, is excluded from these covenants.

1. PURPOSE OF RESTRICTIVE COVENANTS: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

2. STATEMENT OF INTENT: International Estates Subdivision, Plat B, is a planned 37 lot home subdivision in which the lots will be sold, and the streets and utilities will be dedicated to and maintained by the City of Alpine.

3. DURATION OF RESTRICTIONS: All and each of the following restrictions, conditions, and covenants herein shall terminate and end and be of no further effect, whether legal or equitable and shall not be enforceable on and after twenty years from the date upon which these Restrictive Covenants are recorded, unless the restrictions contained herein are extended for a new period not exceeding twenty years by an instrument executed by the then owners of the majority of the lots in the subdivision and duly acknowledged and recorded in the Office of the County Recorder in Utah County, State of Utah, before the expiration of the original period of duration, and further extensions may be effected in like manner.

4. APPLICABILITY OF RESTRICTIONS TO PURCHASER AT MORTGAGE FORECLOSURE: Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subjected to and bound by all the restrictions enumerated herein.

5. FORMATION OF AN ARCHITECTURAL COMMITTEE: An Architectural Committee shall be formed to enforce the covenants herein contained. Initially, the Architectural Committee shall be made up of three members, consisting of the Developers and/or their representatives, until such time as the developers deem it proper to delegate this responsibility to the home owners. At this time, a new Architectural Committee consisting of three members, shall be chosen by the then owners of the lots in the Subdivision. The members of this newly selected committee shall consist of three members who shall serve for a period of two years, at which time a new committee will be selected in the same manner, repeating each two years thereafter.

6. LAWS: Residents shall comply with all applicable laws, ordinances and regulations of the State of Utah, County of Utah, City of Alpine. No act shall be permitted which places the Developer of these premises or other lot owner in violation of any law or ordinance of the city, county or state. The violation of any of the terms and conditions of this agreement or the creation of a nuisance, annoyance, indecency or disorderly conduct will be a cause for the Architectural Committee to bring suit in a court of law to enforce the terms and conditions of this agreement or to obtain any court order as may be necessary to enforce the covenants, restrictions, terms and agreements herein contained.

7. ARCHITECTURAL STANDARDS: Separate Architectural Standards are a part of these Restrictive Covenants, see Exhibit "A" attached hereto and by this reference made a part of these Restrictive Covenants. Said Architectural Standards govern the improvements that an owner may make to his lot and home.

8. LOTS AND LANDSCAPING: Residents will maintain their lots in a clean and orderly fashion or the Architectural Committee will do so and charge the resident. All lots in the subdivision contain extensive underground facilities. Therefore, no fencing, planting, digging or building requiring cuts deeper than two feet around the perimeter of the lot is permitted without written permission of the Architectural Committee.

9. ALTERATION OR IMPROVEMENT OF LOTS: All alterations or improvements of lots must be approved by the Architectural Committee in writing before work commences.

- a. In addition, the designs, materials, color and architectural concepts of the home, shed, garages, carport, and patio must be submitted to the Architectural Committee in writing for approval prior to construction.
- b. The minimum square footage on the main or the ground floor of a single story home will be 1600 square feet. The combined square footage of a two story home shall be a minimum of 2400 square feet.
- c. The Architectural Committee shall have the right to approve or reject the type, size and appearance of all homes or their accessories based upon the Architectural Standards which have been established by the committee.
- d. All homes, awnings and storage sheds must be kept in good repair or, after thirty (30) days notice, the Architectural Committee shall cause said repairs to be made at the expense of the owner of the lot.
- e. Remodeling or alterations of the exterior of a home is prohibited unless prior written permission is obtained from the Architectural Committee and a city permit is obtained if required.
- f. Air conditioners or cooler units are prohibited from placement in windows or through the front or side of any home. This restriction does not apply to the rear of any home. No duct-work or evaporative coolers which project above the ridge line are allowed on top of the roof.

10. ANTENNAS: Only television antennas will be permitted. Said antennas must be attached to the rear of the home. Antennas shall not extend beyond the roof's peak. Television satellite dishes must be placed at ground level.

11. GARBAGE: Garbage is individually picked up. Garbage containers must comply with the city of Alpine requirements. Garbage containers must be kept out of sight from the street, except on pick-up day.

12. TRAFFIC AND PARKING: The speed limits in the community must be observed at all times. Residents are asked to report violators to the Architectural Committee and to give said committee a description and license number of the vehicle. Noisy or non-operative vehicles shall not be permitted in the subdivision. In the event that a non-operative vehicle is not removed from the subdivision, after giving the owner a fifteen (15) day notice to remove the vehicle, the Architectural Committee shall have the vehicle removed at the owner's expense. Residents shall park their vehicles in their garages except when loading, unloading, or to permit cleaning of the area. No vehicle shall be permitted or parked on landscaped areas. **NO DRIVEWAYS SHALL BE BLOCKED AT ANY TIME.** No major automobile mechanical work will be permitted on the premises.

13. PETS: No animals, except commonly accepted household pets, may be kept within the subdivision. Pets shall not be kept, bred or maintained for commercial purposes. Pets shall not be left to run free unattended and must be on a leash when walked. If the Architectural Committee is unable to identify or contact a stray pet's owner, the committee reserves the right to have any stray animals or unattended pet picked up by Animal Control. Pets which bark or disturb neighbors are prohibited and shall be removed from the subdivision. See Alpine City Pet Ordinances. Barnyard animals such as horses, cows, sheep, goats and pigs, are prohibited.

14. RESPONSIBILITY: The Developers and/or the Architectural Committee are not responsible for any loss or losses resulting from fire, theft, or accident. Residents and owners are responsible for all damage caused by their negligence or that of their guests and any damage caused by their pets.

15. REVISIONS TO RULES AND REGULATIONS: The Architectural Committee reserves the right to amend, revise and add to the Restrictive Covenants of the subdivision if it deems that such revisions or additions are in the best interests of the subdivision. Any proposed changes in the Restrictive Covenants will be given to all owners thirty (30) days before a scheduled subdivision meeting. Any changes in the Restrictive Covenants shall not become effective unless voted for by two-thirds (2/3's) of all owners within the subdivision and the changes, executed by those owners voting for the changes, recorded in the Office of the Recorder of Utah County, State of Utah. In voting on changes in the Restrictive Covenants, the lot owners of each lot shall be entitled only to one vote per lot owned.

16. ARCHITECTURAL COMMITTEE: The Architectural Committee which shall be formed shall exercise fairness and justice in carrying out their duties to the owners of International Estates Subdivision. In the event an owner desires to make improvements on a lot, and has submitted his request in writing to the Architectural Committee, said Committee shall not unreasonably withhold its approval provided that the anticipated improvements fall within the guidelines established by the Architectural Committee.

17. ACKNOWLEDGEMENT: The undersigned parties hereby acknowledge that they have read, understand and agree to comply with the rules and regulations set forth here.

18. ATTORNEY'S FEES: In the event that an owner defaults in performing any of the terms and conditions contained in these Restrictive Covenants, said defaulting owner shall be liable to the Architectural Committee for all costs in enforcing this agreement, including reasonable attorney's fees.

19. **EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE:** Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the failure to enforce any of the covenants herein set forth in these Restrictive Covenants shall not impair or affect any of the covenants, conditions, restrictions, or agreements by and between the parties hereto and no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same covenants, conditions, restrictions, or agreements, nor shall failure to enforce any one of such restrictions either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

20. **EFFECT OF PARTIAL INVALIDITY:** It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Dated this 17 of May, 19 93.

Buyer:

Developer or Seller:

Edmund B. Howell Trustee

STATE OF UTAH)

) SS

County of Utah)

On this 17 day of May, 19 93, personally appeared before me, the signers of the above instrument who duly acknowledge to me that they executed the same.



Rick Lee Caltow
Notary Public

My Commission Expires: July 15, 1996

Residing at: Alpine, Utah

Exhibit A
International Estates Subdivision
ARCHITECTURAL STANDARDS AND CONTROLS

The following architectural guidelines are enacted to insure that International Estates Subdivision will remain a prestigious, high quality, home community and to further insure the top value of the investment of each member of International Estates.

Because of the variation of land grades it is difficult to set standard requirements that apply to all lots. Therefore, there will be some flexibility by the Architectural Committee in governing site plans.

1. **FORMATION OF AN ARCHITECTURAL COMMITTEE:** An Architectural Committee has been formed to enforce the Architectural Standards set forth herein. The purpose of the Architectural Committee will not be to attempt to restrict artistic or creative ability, but rather to encourage creativity and individuality which is consistent with the standards cited herein. Adherence to the following standards will maintain and enhance International Estates status as an aesthetically pleasing home community.

2. **PLANS:** A site plan which outlines the exterior dimensions and general specifications of the home's size, awnings, concrete work, patio, driveway, garage, storage shed or other structures must be submitted to the Architectural Committee for approval before any work commences on the homesite. All applicable set-back requirements, as established by the city of Alpine must be complied with and must be shown on the plans submitted to the Architectural Standards Committee. The Architectural Standards Committee shall approve or deny said submitted plans within fourteen (14) working days from the date upon which said plans were submitted.

3. **DRIVEWAYS:** All homes must have a concrete or asphalt paved driveway, wide enough to park two cars side by side.

4. **GARAGES:** Garages will be constructed in accordance with the requirements specified by the City of Alpine's Building Code, and shall be constructed with the same materials and color as that of the home. Garages must have a minimum space for two cars, a maximum of four.

5. **ANTENNAS:** Only television antennas are permitted which must be attached to the rear of the home. Antennas must not extend beyond the roof's peak. TV satellite dishes must be placed at ground level.

6. **AIR CONDITIONS AND COOLERS:** Air conditioners must be placed in accordance with all applicable state regulations. Evaporative coolers are to be placed at the rear of the home below the top roof line to facilitate attachment to the home's duct system. Roof-mounted heating and air conditioning must be placed on the rear of the roof and below the top ridge line.

7. **YARDS:** A 2% minimum slope away from the home on all sides must be established to ensure adequate drainage.

8. **COMPLETION OF IMPROVEMENT AND LANDSCAPING:** Landscaping of the area from the rear line of the dwelling to the street shall be completed within ninety (90) days from the date that the home on the lot was completed and occupied. All homes occupied after October 1 shall be deemed as occupied April 1 of the following year for this requirement. Rear of lots must be kept free of weeds which will blow onto or seed adjacent lots.

9. **BUILDING REQUIREMENTS:**

- A. Earth tones are recommended.
- B. A minimum of 50% brick or stone on outside main floor walls is encouraged. Other materials must be approved.
- C. All materials used on the house must be new except brick or stone.
- D. No move-in structures for living quarters will be permitted.
- E. No temporary living quarters will be permitted.
- F. All homes must be completed within 18 months after commencement. (Special rare exceptions may be granted by the Architectural Committee.)
- G. No fences shall be built in front of homes. All fence material must be approved. If chain link, earth tone recommended, no plastic grids.
- H. Retaining walls: All retaining walls must be approved by the Architectural Committee. Unsurfaced concrete retaining walls not accepted, except for swimming pools and tennis courts. Use of rock-faced walls, walls screened by vegetation, railroad ties, and large rocks, may be used for landscaping purposes.
- I. Flooding: Each lot owner is responsible for flood water originating on his lot. All care should be made to prevent flooding, erosion or building materials entering onto adjacent lots.
- J. Care should be taken to preserve the natural landscape. Unnecessary removal of oak brush is discouraged.
- K. Two-story homes on the lower side of the street will be discouraged, and must be approved by the Architectural Committee.

10. **GENERAL:** Any construction projects or changes not specifically addressed herein may not commence until written approval for such project has been secured from the Architectural Committee. The committee shall base approvals upon the architectural guidelines herein stated. All requests for improvements must be in writing and must be delivered to the Architectural Committee. Requests must include a detailed description of the anticipated project and a plan outlining its location and size in relation to the lot in question. If a lot owner desires, the Architectural Committee will make itself available to discuss with a lot owner the acceptability of an anticipated project or improvements. Two members of the committee must sign building approval.