

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS



The Undersigned, is the owner of the real property in the County of Utah, State of Utah described as:

Lots 25 through 56, Silverleaf Subdivision, Plat "B" Alpine, Utah

The Undersigned, has deemed it desirable to provide a general plan for the development of all the property described herein and establishment of covenants upon said real property for the purpose of enhancing and protecting the value and attractiveness of said tract.

Title to all of the lots in the subdivision may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The Undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, and restrictions shall run with the said real property and shall be binding upon all parties having or acquiring any right, title, or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof.

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 single family dwelling shall have a minimum area above the ground of one thousand five hundred (1,500) square feet for a single level residence and two thousand (2000) square feet for a 2- story or multi- level residence. All construction shall be of new materials except for approved "used brick".

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 temporary or permanent residence.

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SECTION 3. Compliance with Zoning Ordinances of Alpine City. All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of Alpine City Zoning Ordinances relating to Zone CR.

SECTION 4. Architecture Guidelines. The following architectural guidelines shall apply to all lots in the Silverleaf Subdivision affected hereby:

(a) Harmony in building: The exterior material of all dwellings shall be either brick, cast stone, stucco or slump block. The roofing materials of all dwellings shall be either wood shingles, approved architectural composition shingles, or tile roofs.

(b) A detached accessory building may be permitted. Said detached accessory building shall be subject to all of the conditions and restrictions imposed by Article 1 hereof and in no event shall an accessory building be permitted with a height greater than the dwelling placed upon the premises and shall be so constructed as to minimize visibility from the street. The design and site plans of such accessory building shall be submitted to the Architectural Control Committee for approval prior to obtaining a building permit or the commencement of construction of such accessory building.

(c) Every dwelling must have a minimum of a two (2) car garage.

(d) Color Harmony: The use of natural earth tones will be encouraged, along with the use of wood and stone as materials. The use of unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces; a limited amount of aluminum siding will be permitted, for trim purposes only.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Duties of the Committee. An Architectural Control Committee (hereinafter the "Committee"), consisting of four (4) members is hereby created, and the undersigned may fill vacancies in the Committee and remove members thereof at its pleasure, provided however, that when ninety

percent (90%) of the lots in the subdivision have been sold (either deeded or sold under contract of sale) thereafter, upon designation of eighty-five percent (85%) of those who are owners (either by contract or purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments, provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development and development of the entire subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any three (3) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least three (3) members.

Section 2. Enforcement. The Architectural Control Committee or any owner or the successor in interest of an owner of Utah County shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any Amendment thereof, including the right to prevent the violations of any such restriction, condition, covenants or reservations and the right to recover damages for such violation. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in favor of the party bringing the action to enforce the covenants herein contained, that such lot owner or owners shall pay reasonable attorney's fee as such fees may be fixed by the court.

ARTICLE III

GENERAL PROVISIONS

Section 1. Animals. No animals, livestock, or poultry of any shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept on the lots, provided they are not kept, bred, or maintained for any commercial purpose and shall not exceed two (2) in number. Notwithstanding the foregoing, no such dog or cat permitted upon the premises shall be kept on the property which results in any annoyance or becomes obnoxious to residents in the

vicinity.

Section 2. Landscaping. All lots shall be fully landscaped from curb including parking strip to rear line of house within one (1) year of occupancy. Landscaping shall be in accordance with the landscaping / sprinkling requirements of Alpine City Zoning ordinances relating to a PRD overlay in Zone CR.

Section 3. Acceptance of Restrictions. All purchasers 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.

DATED this 15th day of May, 1995.

Kim C. Turner
Taylor / Turner Properties LC

STATE OF UTAH
: as
COUNTY OF UTAH

Personally appeared before me *Kim C. Turner*, who acknowledge executing the above under oath:

Terelyn J. Planck
Notary Public

RESIDING IN:

MY COMMISSION EXPIRES:

