

4/13

**DECLARATION OF PROTECTIVE COVENANTS OF
ALPINE VIEW SUBDIVISION PLAT "A" LOTS 1 THROUGH 23
CITY OF SANTAQUIN
UTAH COUNTY, UTAH**

ENT 55527:2001 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Jun 06 4:45 pm FEE 40.00 BY SS
RECORDED FOR WASATCH LAND & TITLE

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned, NAC Company, LLC and Bastian Homes, Inc. (hereinafter referred to as the "Company") is the owner of all of that certain Subdivision known as ALPINE VIEW SUBDIVISION, PLAT "A", Utah County, Utah (hereinafter sometimes referred to as the "Subdivision"); and WHEREAS, the Company is desirous of maintaining said Subdivision as a residential district of the highest standard in which each owner of a Site (as hereinafter defined) in said subdivision shall enjoy maximum livability and freedom with respect to the use of said Site, subject only to due regard for the equal rights of the owners of Site in said Subdivision;

NOW THEREFORE, in consideration of the premises, the Company, for itself, its successors and assigns, and for itself and its grantees, does hereby impose upon said lots, of said Subdivision, the following reservations, conditions, stipulations and protective covenants, established for the purpose of enhancing the value, desirability, & attractiveness of the property, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the owner at any time of any Site in said Subdivision and such owner's heirs, legal representatives, successors and br assigns. It is the intent of these restrictions and covenants to create a development of custom style homes. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes will not be allowed.

DEFINITIONS

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As used in these protective covenants, the term "Building Site", (hereinafter referred to as the "Site") shall mean any lot shown on the recorded plat of ALPINE VIEW SUBDIVISION PLAT "A". The following conditions, stipulations and protective covenants are hereby imposed upon all sites in said Subdivision;

1. Zoning ordinances, rules and regulations of the City of Santaquin, Utah, are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements established by said zoning ordinances, rules and regulations, the most restrictive shall apply.

2. All Sites in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any Site other than a private two family dwelling, together with a private garage and such outbuildings as are customarily appurtenant to such a dwelling. An "out-building" as the word is used herein is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.

3. No cows, pigs, horses, chickens, poultry, rabbits or other livestock shall be raised, grown, bred, maintained or cared for upon any Site other than as herein after provided; provided, however, that nothing herein contained shall prevent any owner of any Site from maintaining, keeping and caring for domestic household pets not for commercial purposes.

4. No building, fence, wall or other structure shall be commenced, erected, or maintained unless said structure's nature, kind, shape, height, material, floor plan, exterior color scheme, location, grading plan and finished grade elevations is in conformity with the general architectural design, landscaping plan and aesthetic characteristics of the subdivision.

6. Maintenance. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right of way (including sidewalks) for any prolonged period of time. Every lot, including the

improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

7. a. Each home shall have at least 50 percent of the front surface exterior be brick or rock.

b. Each home shall be constructed with maintenance free siding (no wood siding).

c. Each home shall have a minimum of a 6 by 12 roof pitch.

d. Each home shall have 20 year architectural shingles

e. Each home shall have a minimum of a 2 car garage

8. The Declaration hereby submits and subjects the real property located in the subdivision, the improvements, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, improvements, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

9. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the above described real property and any improvements (including Residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the Residences and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Plat recorded concurrently herewith or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate, and such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant.

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the 4 day of June 2001, personally appeared before me Byron Bastian who being duly sworn did say, for himself, that he is the President of BASTIAN HOMES, INC., and that the within and forgoing instrument was signed in behalf of said company by authority of resolution of its Board of Directors, and said Byron Bastian duly acknowledged to me that said corporation executed the same.

caanderson

Notary Public

Residing at:

My Commission Expires:

