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NINA B REID UTAH CO RECORDER BY MB  
1992 FEB 7 10:42 AM FEE 18.00  
RECORDED FOR ASSOCIATED TITLE COMPANY

SUPERSEDING  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS

THIS Superseding Declaration of Protective Covenants, Conditions, and Restrictions replaces in its entirety and is in lieu of prior, Declarations and Amendments filed governing the real property in Utah County, State of Utah, described as follows:

Lots 1 through 8, Alpine Hills Subdivision, Plat "A"  
Lots 9 through 15, Alpine Hills Subdivision, Plat "B"

The Undersigned, being the owner of all of the lots in the aforementioned described plats and in accordance with Covenants previously filed, does hereby amend said Covenants in total and the Declaration shall read as follows:

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

The Undersigned has also deemed it desirable for the preservation of the value of the property described herein, and any additional property which may be developed pursuant to the provisions of this Declaration, to assign to a corporation certain powers and duties.

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 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 I

DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

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Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single family dwelling.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II

### 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 one thousand five hundred (1,500) square feet for the main floor. Homes should be designed in keeping with other homes in the neighborhood and surroundings. No log homes.

Section 2. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Architectural Control Committee.

Section 3. 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 4. Diligence in Building. When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within sixteen (16) months. No building shall remain incomplete for any reason for a period in excess of sixteen (16) months from the date that site excavation is commenced.

Section 5. Compliance with Zoning Ordinances of Utah County. 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 CRI or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

Section 6. Approval Required. No building nor structure, including a tennis court or swimming pool, shall be erected, remodeled or placed on any without the written approval first having been obtained from the Architectural Control Committee as to location, height, design and harmony with existing structures.

Section 7. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Alpine Hills Subdivision affected hereby:

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

(b) Retaining Walls: All retaining walls must be approved by the Architectural Control Committee. The Architectural Control Committee will not approve the use of unfaced concrete retaining walls except for swimming pools and tennis courts, and the Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes.

(c) Site Plan: The direction which dwellings on corner lots shall face must be approved by the Architectural Control Committee. All dwellings on corners of circles must face in the general direction of the access road leading into the circle.

(d) Fences: No fences shall be allowed in front of the dwelling (or in the case of corner lots, on either side facing a street). All fences to be approved by the Architectural Control Committee.

(e) Prohibition Against Soil Erosion and Runoff: It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or irrigation ditches, or the natural drainage once constructed.

Section 8. Architectural Procedure. The Architectural Control Committee's approval or disapproval shall be in writing. All decisions of the Architectural Control Committee shall be final, and neither the Architectural Control Committee nor its designated Representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, or any violations of county or city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Architectural Control Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the building or with architectural soundness thereof and the Architectural Control Committee shall have no responsibility for a determination of such adequacy or soundness.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Duties of the Committee. An Architectural Control Committee (hereinafter the "Committee"), consisting of three (3) 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 of 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 an general plans of the undersigned, and of the Committee, for the improvement 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 two (2) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two (2) members.

Section 2. Enforcement. The 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 thereto, including the right to prevent the violation of any such restrictions, conditions, 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 a reasonable attorney's fee as such fees may be fixed by the court.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 1. Enforcements. Any owner or the successor in interest of an owner 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 thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservation and the right to recover damages or other dues for such violation. Failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Waterways. Each lot owner or purchaser shall refrain from interfering with or impeding the flow of any irrigation ditch, flume, creek, stream, or river which runs across, over or through said lot owner's or purchaser's property and said lot owners and purchasers shall have no right of use of said waters.

Section 3. Natural Conditions. Each lot owner shall diligently strive to maintain as much of his lot as possible. Plans for

construction of dwellings and accessory buildings must be approved by the Committee.

Section 4. Animals. Animals, meaning horses (2) in number, dogs, and cats can be kept on any lot, 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 an annoyance or becomes obnoxious to residents in the vicinity, subject to the Committee.

Section 5. 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 6 day of February, 1992.

William E May

Utah County

STATE OF UTAH )  
COUNTY OF )

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Personally appeared before me February 6, 1992  
who acknowledged executing the above under oath.

Diane M. Webb  
Notary Public

RESIDING IN: Alpine, Utah  
MY COMMISSION EXPIRES: March 27, 1993