

APPLEWOOD ACRES

of Alpine, Utah

Protective Covenants
and
Building Restrictions

WE, The undersign owners of the following described real property, to wit: Lots 1 through 4, 6, 8, 9 and 11 through 26 and 28 inclusive, Applewood Acres Subdivision, located in Alpine, Utah, have 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.

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 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 insure to the benefit of each owner thereof.

ARTICLE I
ARCHITECTURAL CONTROL

Section 1. Building Type. No lot shall be used except for residential and related purposes. No building shall be erected, altered and permitted to remain on any lot other than the one (1) single family dwelling. Every single family dwelling shall have a minimum area above the ground of one thousand seven hundred (1,700) square feet for a single level residence and one thousand four hundred (1,400) square feet for the main floor and one thousand two hundred (1,200) square feet for the second floor or multi-level residences. 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 a temporary or permanent residence.

October 1, 1995

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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 architecture guidelines shall apply to all lots in Applewood Acres Subdivision affected hereby:

(a) Materials

1. Dwelling exterior shall be constructed of brick, stone, stucco (high-grade synthetic type), or a combination thereof, preferably earthtones. The relative proportions and application of materials shall be consistent on all sides of the house. No other types of finish materials are allowed with the following exception:
 - a. An architectural style such as Victorian or Cape-Cod, which mandates a siding-look exterior, may use high-quality pre-finished wood siding or a material of comparable or better appearance, quality and durability.
 - b. Soffit and fascia materials may be of aluminum.
2. Roofing
Preferred roofing material is tile or shake. A high-grade of architectural asphalt roofing (minimum 25-year guarantee) may be permitted.
3. Outbuilding
 1. Detached accessory building such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and/or encouraged, subject to approval by the ACC, if said buildings
 - a. Meet all applicable zoning requirements with respect to size or location, or any other requirement, including the avoidance of recorded easements;
 - b. Conform in design and materials with the primary residential home on the lot (barn structures constructed of high-quality wood materials may be allowed); and
 - c. They are not located adjacent to the front setback of the lot or closer than 10' to either dwelling or another outbuilding.
4. Garages .Every dwelling must have a minimum of a two car garage.

5. Fences: No fences shall be allowed in front of the dwelling. Under no circumstances will any "chain link" fencing of any type, brand or make be allowed to be constructed on any property within the Applewood Acres Subdivision except that green chain link fencing for the purposes of tennis courts may be permitted as hereinafter set forth. The design of fences used to secure private swimming pools and private tennis courts shall be submitted to the Architectural Control Committee for approval prior to such fences being constructed. Fences shall not exceed 6' in height.
6. Driveways and Walkways
All driveways and walkways forward of the 35' front setback line shall be constructed of concrete, brick, flagstones, or similar high-quality material and not of asphalt, and be of a width to provide side by side parking for a minimum of two cars.
7. No storage of old cars or other items outside of an enclosed structure.

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 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 thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violations. 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 III GENERAL PROVISIONS

Section 1. Animals. No animals, livestock, or poultry of any kind 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. One or two horses will be allowed on lots over 30,000 sq. ft. provided their structures are approved by the ACC and areas are cleaned and maintained.

Section 2. Mailboxes. Located on property line causing two (2) lots to be adjacent to each other. A master plan will designate exact location and specifications.

Section 3. Landscaping. All lots fully landscaped from curb including parking strip to rear line of house. To be completed within one (1) year of occupancy. Rear yards to be completed within two (2) years of occupancy.

Section 4. 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 agree to all restrictions, conditions, covenants, and agreements set forth herein.

IT IS REQUIRED that each and every buyer of a lot in this sub-division read and understand these Protective Covenants and Building Restrictions, and they must sign this document where indicated below, specifying that they have read this document and agree to abide by its provisions for the mutual benefit of all lot owners.

Buyer _____ Date _____
Buyer _____ Date _____
Witness _____ Date _____

IN WITNESS WHEREOF, the Declarants, undersigned, have executed this instrument the _____ day of _____, 199__.

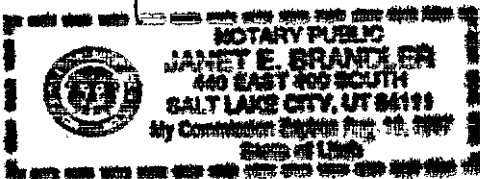
"DECLARANTS"
APPLEWOOD ACRES

State of Utah
County of Salt Lake

On October 10, 1995, personally appeared before me V. MARK PETERSON. 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:

V. Mark Peterson
V. Mark Peterson

Notary Public Janet E. Brandler
Residing at _____

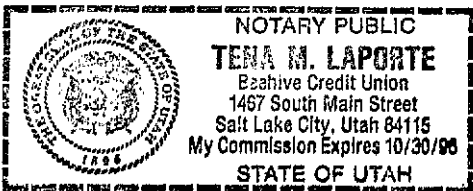


My Commission Expires _____

On October 10, 1995, personally appeared before me Patricia Keller Jensen, the signer of this instrument, who duly acknowledged to me that she executed the same. IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal:

Patricia Keller Jensen
Patricia Keller Jensen

Notary Public Jana M. Laporte
Residing at Salt Lake



My Commission Expires 10/31/96