

WHEN RECORDED, PLEASE MAIL TO:

Westwood 25 LLC  
Attn: Griffin M. Johnson  
160 W Canyon Crest Rd, Suite 200  
Alpine, UT 84004

AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ALPINE WEST MEADOW SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT A, ALPINE WEST MEADOW SUBDIVISION (this "Declaration") is made and executed this 3<sup>rd</sup> day of August, 2017, WESTWOOD 25 LLC. ("Declarant").

**RECITALS**

A. Declarant is the owner of certain real property in Alpine City, Utah County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision consisting of lots 101 through 125 of Plat A, Alpine West Meadow subdivision plat (the "Project").

B. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to perform such other acts as shall generally benefit the Project and the Homeowners.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. **DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

"Additional Land" shall mean and refer to any land located in Utah County, Utah, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article V hereof.

(a) "Committee" or "ACC" shall mean and refer to the Alpine West Meadow Architectural Control Committee established pursuant to Article II hereof.

(b) "Declarant" shall mean and refer to Westwood 25 LLC, a Utah limited liability company and/or any successor to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

(e) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

(f) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner"

(g) "Plat" shall mean and refer to the following duly approved and recorded plats:

(i) The Plat filed herewith in the office of the Utah County Recorder, entitled Plat A, Alpine West Meadow; and

(ii) Any Plat(s) including any Additional Land, but only after the recordation of such Plat(s) and only if and after the recordation in accordance with Article V hereof of supplement(s) to the Declaration adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.

(h) "Project" shall mean Plat A, Alpine West Meadow subdivision, as shown on the Plat and governed by this Declaration.

(i) "Property" shall mean and refer to that certain real property located in Utah County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

## II. ARCHITECTURAL CONTROL COMMITTEE

2.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Alpine West Meadow Architectural Control Committee (the "Committee").

2.2 Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion.

The Committee shall consist of three members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the

said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a majority vote of the then current Owners within the Project. Notwithstanding, prior to all the Lots being sold, Declarant, at its sole discretion, may appoint replacement members to the Committee.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

**2.3 Powers.** The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and to carry out the provisions set forth therein.

~~Each Lot Owner may be required to pay a \$250 Design Review Fee to the Committee before any home plans shall be reviewed or approved by the Committee. The \$250 fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.~~

### III. COVENANTS, CONDITIONS AND RESTRICTIONS

**3.1 Land Use and Building Type.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than three (3) vehicles and not more than four (4) vehicles without the prior written approval of the Committee.

**3.2 Architectural Control.** To maintain a degree of protection to the investment which homeowners in the Project may make, homes of superior design are required. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No construction of any sort, nor exterior changes to the designs, exterior finish materials, landscaping, grading, excavation, building, fence, wall, or other structure, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved, in writing, by the Committee. All subsequent exterior additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving written approval of the Committee and prior to the commencement of construction, each Owner will be

responsible for obtaining a building permit from Alpine City. The Committee shall have the right to order a stop to any activity in contradiction to this requirement.

No construction of home or landscaping may commence without approval by the Committee of the working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed elevations indicating all materials and showing existing and finished grades.
- (c) Complete descriptions and color samples of materials to be used on the exterior of the residence.

**3.3 Construction Quality, Size, and Cost.** The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick and other similar materials, and shall be of good quality workmanship and materials. No structure shall be built with less than 50% of the front and 25% of sides and rear being either brick, stone or material of equal quality according to the Committee. No aluminum or vinyl exterior siding homes shall be permitted in the Project. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, slate, etc. Metal accents in roofing material is generally acceptable. A minimum width of 8 inches shall be required on the fascia. Unless otherwise approved by the ACC, no single or continuous exterior plane shall measure more than twenty-five feet in length before a change in depth of at least two feet nor shall any continuous exterior plane measure more than 24 feet in height before a change in offset, bay window, roof fascia, deck, or bump-out. Unless otherwise approved by the ACC, no foundation may be exposed more than twenty (24) inches above finished grade. Foundations that extend above this minimum must be covered in an approved material which matches the rest of the home.

Dwelling size requirements:

- (A) A Rambler, One-story home shall be not less than 2300 finished square feet above grade.
- (B) A two-story home shall have not less than 1700 square feet on the main floor and not less than 3000 finished total square feet above grade.

The calculation of square footage of any style shall exclude garages, porches, verandas, carports, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to satisfy the minimum square footage requirement. Any deviations from this requirement must be approved in writing by

the Committee. The committee shall have the right to order a stop to any activity in contradiction to this requirement.

**3.4 Construction Time.** The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, prior to commencement of construction, the Owners shall maintain vacant lots in accordance with section 3.10 below. Upon commencement, the construction time for the exterior portion of any structure shall not exceed 14 months from start to finish. "Start" shall be the first date any dirt is moved on the Lot in anticipation of the landscaping or construction to be built. All building materials, debris, excavation, dirt, etc. associated with the building process shall be removed upon the completion date. Such materials, debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project at any time.

**3.5 Building Location.** No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building setback as shown on the recorded plat.

**3.6 Landscaping.** Any trees, lawns, shrubs, or other planting provided by Declarant shall be properly nurtured and maintained by the Owner of the Lot if located on a Lot.

Landscape plans, including fences, sheds or structures, must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Project and must be approved by the Committee.

Each dwelling shall have installed an outdoor landscape sprinkler system for irrigation.

**Deadline for Completion of Landscaping.** Front yard and visible side yard lawns are to be installed within 60 days following occupancy or, in the case of a winter occupancy (October 1st to March 15th) that prevents the installation of landscaping, by the following May 15th. Remaining landscaping to be completed by home owner no later than 12 months following occupancy.

**3.7 Temporary Occupancy and Temporary Buildings.** No trailer, tent, shack, garage; or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

**3.8 Accessory Structures.** Large patio structures, trellises, gazebos, and any other appurtenant structures shall be constructed of materials consistent with or complimentary to the colors, textures, and materials approved for the dwelling and shall be complimentary to the architecture of the house and subject to the prior written approval of the Committee. Detached garages may be allowed with the prior written approval of the Committee and subject to this Declaration.

**3.9 Exterior Antennas, Lights, and Power Lines.** Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be co-located or painted with a neutral color which will blend harmoniously with the surrounding Property. TV

dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

**3.10 Nuisances: Construction Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee.

No articles, material, construction equipment, or construction or commercial vehicles of any nature shall be parked or stored on any street located within the Project. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress from the Project.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited unless a burning permit is first obtained through Alpine City or the governing fire-protection body. Trash containers shall be covered and kept screened from view from the street, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

All Owners, including those which are not under construction, shall maintain their lot such that weeds and rubbish do not pose a nuisance to the other lot owners.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

**3.11 Signs.** Except as provided in this Section 3.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale. 'For Rent' signs are prohibited. Notwithstanding the foregoing, signs used by a builder up to 16 square feet in size and by developer or Declarant up to 64 square feet in size may be displayed to advertise the project, Lots or improvements to Lots during the construction period.

The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small businesses conducted in the home or on a Lot is prohibited.

3.12 Animals. No livestock animal, pig, horse, cow, or rooster of any kind shall be raised, bred, or kept on any Lot except that up to any combination of up to four (4) chickens or rabbits may be kept on any Lot. Domestic dogs or cats (a maximum of three), and other household pets may be permitted by the Committee as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and are not a nuisance or kept, bred, or maintained for any commercial purposes. The manner and location of all dog runs or kennels must be approved by the Committee.

In addition, those purchasing lots acknowledge that they are moving into an area where there are property owners who have or will have rights to maintain large animals on their properties. Buyers understand and agree not to oppose or further limit such animal property rights. Additionally, new buyers understand that the area is subject to normal everyday sounds and odors and all other aspects associated with said animal lifestyle.

3.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

3.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.15 Building Height. Current Alpine City Ordinances shall govern.

3.16 Non-Residential Use. Without specific written Committee approval, no gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Alpine City.

3.17 Fuel Storage. No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate officials of Alpine City.

3.18 Building Material Storage. Prior to the commencement of construction, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of

the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

**3.19 Easements.** Easements for installation of and maintenance of utilities and drainage facilities, are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**3.20 Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, brick, or paving blocks. Gravel is not permitted.

**3.21 Solar Equipment.** Solar panels and relative equipment are to be integrated into roof design only and may only be installed on the rear of the home unless otherwise specifically authorized by the Committee, in writing. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee for all solar equipment installations.

**3.22 Pools, Spas, Fountains, Game Courts.** Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

**3.23 Fences and Walls.** Fences and walls are encouraged to be complimentary to the approved dwelling colors and materials. Use of landscaping materials for hedges and fencing is encouraged. All fences and walls may require a building permit from Alpine City and must have prior written approval of the Committee.

**3.24 Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard building setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, motor homes, trucks over one ton capacity, boats, campers (on or not on a truck bed), buses, tractors, and maintenance or commercial equipment of any kind shall not be parked or stored outside on the Lots. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot.

**3.25 Water Discharge.** It shall be unlawful for any person owning, occupying, or having



control of any Lot to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This is intended to require that the Owner maintain water on his Lot.

3.26 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

3.27 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Declaration.

#### IV. AMENDMENTS

4.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five percent of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Owners shall cause to be recorded in the office of the Utah County Recorder a "Certificate of Termination," duly signed by the Owners, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect.

4.2 Amendments. Once 90% of the lots are sold, this Declaration may be amended by Lot owners by recording in the office of the Utah County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the Owners casting seventy-five percent (75%) of the votes at the election voted affirmatively for the adoption of the amendment. Until 90% of lots are sold, Declarant can modify this Declaration.

#### V. MISCELLANEOUS

5.1 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

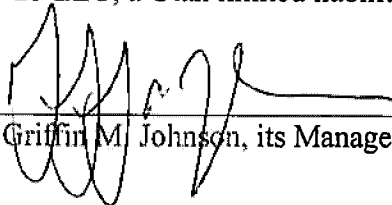
5.2 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the members of Westwood 25 LLC and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs.

5.3 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

5.4 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

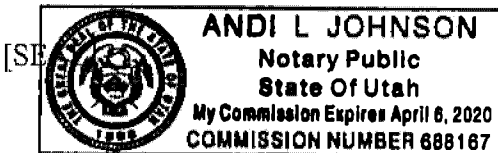
IN WITNESS WHEREOF, Declarant has executed this Declaration this 3<sup>rd</sup> day of August, 2017.

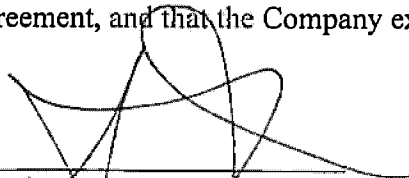
WESTWOOD 25 LLC, a Utah limited liability company,

By   
Griffin M. Johnson, its Manager

STATE OF UTAH Utah  
COUNTY OF UTAH Utah ) SS:

On the 3<sup>rd</sup> day of August, 2017, personally appeared before me Griffin M. Johnson, who, being by me duly sworn, did say that he is the Manager of Westwood 25 LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.



  
Notary Public