

PART A. PREAMBLE

Know all men by these presents:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Utah County, State of Utah, to-wit:
All of Lots 1 thru 42, Plat 'A' Alpine Estates,
according to the official plat thereof.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. There shall be only one single family dwelling per lot and said lot cannot be reduced in size by any type of division.
2. Any additional buildings constructed on each lot shall be built in a workmanlike manner and shall be located on lots so as to not be offensive to adjoining lots or impair the aesthetic beauty of area.
3. Livestock and animals will be kept under control so as not to cause disturbance and nuisance to other property owners. Livestock will be limited on each lot to the extent that GRASS AND FOILAGE SHALL NOT BE DESTROYED AND DOWNTRODDEN and comply with zoning requirements. Absolutely no hogs or mink shall be allowed at any time.
4. Weeds and vegetation growth shall be controlled on each lot by either grazing or mechanical cutting and removal by property owner. All lots shall be kept free of any debris, junk, etc.
5. Escape clause. At the option of 50% of the property owners any restrictive covenants herein may be amended or revoked and substitute provisions introduced. Enforcement of above restrictions shall be at the discretion of the majority of owners, at a meeting called for this purpose.
6. Attorneys fees and costs incurred to enforce the restrictive covenants shall be charged to the party in default.
7. All successors, heirs and assigns shall likewise be bound to the restrictive covenants.
8. Land Use and Building Type. No lots shall be used except for residential and agricultural purposes. No building or fence shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling not to exceed two stories in height and a private garage for not more than three, or less than two vehicles. All construction to be of new materials. NO BARFORS TO BE ALLOWED. No more lots than 42, minimum set back 30' unless variance is granted by Architectural Committee.
9. Architectural Control. No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship.
10. Dwelling quality and Size. No dwelling shall be permitted on any lot until approved by Committee; Jim Pappas, McKay M. Loveland, Max Buchner or whomever the Alpine City Council votes to be said Committee to replace Max Buchner. It being the intention and purpose of the covenants to assure that all dwellings shall be of quality or workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

PAGE TWO
RESTRICTIVE COVENANTS

12. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage or any articles will be permitted, except in enclosed areas built and designed for such purposes.

13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

14. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. Livestock and Poultry. Animals, livestock or poultry of any kind are allowed, except provided that they are not kept in violation of present zoning ordinance or maintained for any commercial purposes.

16. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems or which may change the direction of flow of drainage channel or obstruct or retard the flow of water through drainage channels. Each lot and all improvement for which a public authority or utility company is responsible.

18. Fences. Set-back fences to comply with Alpine City Council requirements. Size and type of fence to be approved by the Architectural Control Committee.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.
2. Enforcement. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

RECORDED BY THE REGISTER OF DEEDS
 10664
 1977 APR - 8 PM 2:31
 NINTH & FIELD
 UTAH CO. REC'D
 DEPT. OF COMMERCE
 P.O. BOX 146
 SALT LAKE CITY, UT 84143
 92-51
 4100
 84119

McGHIE LAND TITLE COMPANY

P. J. Sullivan
President

W. C. McDermaid
Vice-President

HECTOR, INC.
Jim Pappas
President

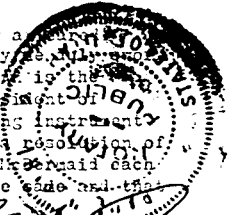
State of Utah)
County of Salt Lake) ss

On the 8th day of April 1977, personally appeared before me, P. J. Sullivan and W. C. McDermaid, who being by me duly sworn did say, each for himself, that he, the said P. J. Sullivan is the president and he, the said W. C. McDermaid is the Vice-President of McGhie Land Title Company and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said P. J. Sullivan and W. C. McDermaid each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Commission Expires 6/8/77

State of Utah)
County of Salt Lake) ss

Paul A. Quinn
Notary Public
Residing in County of Salt Lake,
State of Utah

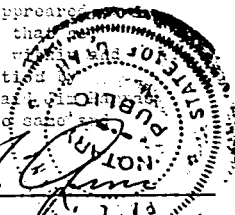


On the 8th day of April 1977, personally appeared before me, Jim Pappas, who being by me duly sworn did say that Jim Pappas is the president of Hector, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Jim Pappas duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Commission Expires 6/8/77

State of Utah)
County of Salt Lake) ss

Paul A. Quinn
Notary Public
Residing in County of Salt Lake,
State of Utah



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