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Alpine Cove

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ALPINE COVE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 7 day of June, 1982, by ALPINE COVE, a Partnership, as follows:

Alpine Cove, a Partnership, is the owner of the real property in the County of Utah, State of Utah described as:

- Lots 1 through 22, Alpine Cove Subdivision, Plat "A"
- Lots 1 through 24, Alpine Cove Subdivision, Plat "B"
- Lots 1 through 17, Alpine Cove Subdivision, Plat "C"

Alpine Cove, a Partnership, 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.

Alpine Cove, a Partnership, 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 create a corporation to which should be delegated the powers of maintaining the common area and certain recreational facilities and administering those covenants relating thereto, and collecting and disbursing funds.

Alpine Cove Swimming & Tennis Club, a nonprofit corporation, will be incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions mentioned above.

Alpine Cove, a Partnership, will convey title to all of the lots in the subdivision subject to these protective covenants, conditions and restrictions as set forth below.

Alpine Cove, a Partnership, 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 the entire subdivision and all 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 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:

Section 1. "Common area" and "common facilities" shall mean all real property owned by the Alpine Cove Swimming & Tennis

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Club for the common use and enjoyment of all land owners in Alpine Cove Subdivision, Plat "A", "B", and "C".

Section 2. "Optional Common Area Facilities" shall mean all real property and facilities owned by the Alpine Cove Swimming & Tennis Club for the common use and enjoyment of those members of the Alpine Cove Swimming & Tennis Club electing to participate therein.

Section 3. "Water company" shall mean and refer to Alpine Cove Water Company, a nonprofit corporation, which shall be incorporated under the laws of the State of Utah, its successors and assigns.

Section 4. "Alpine Cove Swimming & Tennis Club" shall mean and refer to Alpine Cove Swimming & Tennis Club, a nonprofit corporation, which shall be incorporated under the laws of the State of Utah, its successors and assigns.

Section 5. "Alpine Cove Equestrian Center" shall mean and refer to Alpine Cove Equestrian Center, a nonprofit corporation, which shall be incorporated under the laws of the State of Utah, its successors and assigns.

Section 6. "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 and shall not mean or include any common area.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Alpine Cove Swimming & Tennis Club.

Section 8. "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 2,000 square feet for a single level residence and 1,500 square feet for the main floor and 1,300 square feet for the second floor of multi-level residences. All construction shall be of new materials except for approved "used brick".

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

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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 Utah County Zoning Ordinances relating to Zone TR-5 or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

Section 6. Side Yard Requirements. The minimum side yard for any single family dwelling and garage shall be 12 feet and the total width of the two required side yard shall not be less than 25 feet. The minimum side set back for accessory buildings shall be the same as for a dwelling. A one foot side set back shall be required for accessory buildings which are located more than 100 feet from the front lot line and at least 12 feet in the rear of any dwelling, provided the walls are constructed of fire resistant materials of two hours of more. Accessory buildings having walls which are not constructed of such fire resistant materials shall have a side yard of at least 10 feet. No accessory building shall be built closer than 20 feet to a dwelling on an adjoining lot. On corner lots the side yard which faces on a street, for both dwelling and accessory buildings, shall not be less than 30 feet.

Section 7. Front Yard Requirements. The minimum depth of the front yards for dwellings and for private garages shall be 50 feet from the right-of-way line. Provided, however upon proper application to the Architectural Control Committee exceptions may be granted to such requirement and the front yard minimum depth may be reduced to 30 feet upon showing of special circumstances existing as it relates to a given lot. All accessory buildings (other than attached garages) shall be located at least 12 feet to the rear of dwellings.

Section 8. Rear Yard Requirements. The minimum depth of the rear yard for any dwellings shall be 35 feet. Except that on corner lots, the depth of the rear yard for dwellings having an attached garage may be less than 35 feet but shall not be less than 30 feet. Accessory buildings on interior lots shall be set back not less than 10 feet from the rear property line, except that a one foot rear set back from the property line shall be required for accessory buildings having fire resistant walls of two hours of more. For corner lots, all dwellings shall be set back from the rear property line a distance of at least 30 feet. Accessory buildings on corner lots shall be set back from the rear property line a distance of not less than 10 feet.

Section 9. Height Requirements. The maximum height of any dwelling shall be two (2) stories or 20 feet, provided, however, no dwelling shall be erected to a height greater than 35 feet above grade. No accessory building shall be erected to a height greater than one story or 20 feet above grade. No building shall be erected to a height less than one (1) story above grade. The Architectural Control Committee shall have the power to further limit the number of stories and height of structures in its sole discretion.

Section 10. Protective Zone. There presently exists within the subdivision a water line supplying spring water to the cities of Lehi and Alpine. There is hereby established a sixty (60) foot protective zone on each side of said water line. Within said protective zone it shall be prohibited to establish any septic tank, drain field, sewage pit, privy or garbage dump. All lots affected by or within sixty (60) feet of said spring water line shall not

establish any septic tank, drain field, etc. within said protective zone. Provided, however, should a sewer connection be or become available to affected lots within said subdivision, said protective zone shall be reduced to ten (10) feet on each side of said water line. It shall be required that all lot owners connect to the sewer system if it becomes available to lot owners except as excluded by the Architectural Control Committee because of geographical limitations.

Section 11. Approval Required. No building nor structure, including a tennis court or swimming pool, shall be erected, remodeled or placed on any lot without the written approval first having been obtained from the Architectural Control Committee as to location, height, design and harmony with existing structures. No lighted tennis courts will be allowed.

Section 12. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Alpine Cove Subdivision affected hereby:

(a) Harmony in building: At least 50% of the exterior material of all dwellings shall be either brick, stone, cast stone or slump block. The roofing materials shall be either wood shingles, composition shingles, tile roofs, gravel roofs in natural colors or approved metals.

(b) Landscaping: Landscaping must be commenced within one month of the date the dwelling is ready for occupancy (or by April 30th of the following year if the house is ready for occupancy after October 15th) and must be completed in a manner sufficient to stabilize the site within nine months of the date the dwelling is approved for occupancy.

(c) Garages, driveways and fences:

(1) All dwellings, may include the following accessory buildings and structures not used for residential occupancy: an attached private garage for the storage of not more than four (4) automobiles or boats, motor homes, etc. owned by persons residing on the premises; greenhouses for private use only; private swimming pools; tennis courts; pergolas, gazebos and arbors. A detached accessory building may be permitted. Said detached accessory building shall be subject to all of the conditions and restrictions imposed by Article II hereof and in no event shall an accessory building be permitted with a height greater than the dwelling placed upon the premises and shall be so constructed as to minimize visibility from the street. The design and site plans of such accessory building shall be submitted to the Architectural Control Committee for approval prior to obtaining a building permit or the commencement of construction of such accessory building.

(2) Every dwelling must have a minimum of a two (2) car garage with the roof of the garage directly attached to the dwelling. No more than forty-five percent (45%) of the garage can be in front of the average front line or to the rear of the average rear line of the dwelling. No door in the garage may face the front yard. No building may be closer than 50 feet to the front right-of-way line except by written permission of Architectural Committee.

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

(4) No fences will be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lots which face streets. Architectural Control Committee approved hedges and landscaping may be permitted in such cases.

(d) Color Harmony: Exterior colors must be approved by the Architectural Control Committee in order that harmony with the surrounding environment and with existing dwellings may be assured. The use of natural earth tones will be encouraged, along with the use of wood and stone as materials. The use of unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces.

(e) 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.

(f) 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.

(g) Fences: Fences shall be of split rail construction. No fences shall be allowed in front of the dwelling (or in the case of corner lots, on either side facing a street). Under no circumstances will any "chain link" fencing of any type, brand or make be allowed to be constructed on any property within Alpine Cove Subdivision except that green chain link fencing for purposes of tennis courts may be permitted as hereinafter set forth. The provisions of this section shall not apply to the Alpine Cove Swimming & Tennis Club properties. 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.

(h) Exterior Lighting and Mailboxes: Some form of exterior house lighting shall be required for each dwelling in order to provide neighborhood lighting on the whole. Each dwelling shall be required to install the special combination mailbox-street light structure with backlighted name and/or house number. (Said structure to be furnished by Alpine Cove, a Partnership, free of charge). The lot owner will be required to maintain this special combination fixture in good operating and visual condition.

(i) Scale Lot Layout: No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Architectural Control Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter inch scale.

(j) Samples: Prior to the approval of any building or structure, appropriate building material samples must be provided to the Architectural Control Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.

(k) Construction Plans and Drawings: Prior to obtaining approval from the Architectural Control Committee, a set of

final "to be constructed" plans and drawings must be submitted to the Architectural Control Committee. The Committee will not permit any redlining or oral modification of said final "to be constructed" plans or drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. All such plans and drawings will be deemed to be approved at such time as they have been signed by three members of the Architectural Control Committee or their designated representatives.

(1) 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 and final landscaping have been completed on all adjoining lots.

Section 13. 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 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 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 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 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

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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 or 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

ALPINE COVE SWIMMING & TENNIS CLUB

Section 1. Establishment of Alpine Cove Swimming & Tennis Club. There shall be established a nonprofit corporation for the purpose of establishing a swimming pool, tennis courts, entry areas, cul-de-sac planter areas, parks and related amenities. Alpine Cove, a Partnership, shall convey Lot 1, Alpine Cove Subdivision, Plat "B" to said club for the purpose of establishing tennis courts and a swimming pool and related facilities. Further, Alpine Cove, a Partnership, shall contribute FIVE HUNDRED DOLLARS (\$500.00) per lot sold to said club to be used in the development of Lot 1, Alpine Cove Subdivision, Plat "B", first for the establishment of tennis courts and landscaping and any remaining funds to be used in assisting Alpine Cove Swimming & Tennis Club in its building of a swimming pool and other amenities. Membership entrance fees and monthly maintenance fees for the use of the optional facilities, Article IV, Section 6, shall be set by the Board of Trustees elected by a majority vote of the members of the Alpine Cove Swimming & Tennis Club.

All lot owners will automatically be voting members of Alpine Cove Swimming & Tennis Club and shall vote on management of the common areas, Article IV, Sections 2-13.

Only those lot owners who elect to pay the entrance and monthly fees shall participate and vote in the use of the optional facilities, Article IV, Sections 14 and 15.

Section 2. Membership. Every lot owner shall be a member of the Alpine Cove Swimming & Tennis Club.

Section 3. Transfer. The membership held in the Alpine Cove Swimming & Tennis Club shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser thereof. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Alpine Cove Swimming & Tennis Club. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Alpine Cove Swimming & Tennis Club shall have the right to record the transfer upon its books and records.

Section 4. Voting Rights. Each lot owner of record shall be entitled to one (1) vote for each lot owned by him. Where there

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is more than one record owner of a lot, only one (1) vote shall be permitted by said owners and said vote must be in writing.

Section 5. Facilities Available. The Alpine Cove Swimming & Tennis Club shall be responsible for the maintenance of the entry ways, cul-de-sac planting areas, and the entrance park. All lot owners shall have a right and easement of enjoyment in these certain common areas and such easement shall be appurtenant to and shall pass with the title to every lot. All lot owners shall be assessed for the exclusive purpose of the maintenance and upkeep of said areas and for no other purposes.

Section 6. Optional Common Area Facilities. Lot owners may elect whether or not to participate in optional common area facilities, such as the tennis courts, swimming pool, and related amenities. Only those owners who elect to participate therein shall have any duties or privileges relating thereto and shall be governed by the provisions of Sections 14 through 19, set forth below.

Section 7. Duties and Powers. In addition to any duties and powers enumerated in the Articles of Incorporation and By-Laws or elsewhere provided for herein and without limiting the generality thereof, the Alpine Cove Swimming & Tennis Club shall have authority to assess all lot owners or purchasers a regular assessment or charge and special assessments for capital improvements to maintain or improve areas described in Section 5 above. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on said land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed by them. No membership may be transferred to a subsequent lot owner until all assessments, interest and penalty charges have been paid in full.

Section 8. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Alpine Cove Swimming & Tennis Club pursuant to the Articles of Incorporation and By-Laws of the Alpine Cove Swimming & Tennis Club after giving due consideration to the current maintenance costs and future needs of the Alpine Cove Swimming & Tennis Club. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 9. Special Assessments for Capital Improvements. In addition to the regular assessments, the Alpine Cove Swimming & Tennis Club may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

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Section 10. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis.

Section 11. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot by an individual owner. Monthly or annual assessments will be payable at times determined by the Board of Trustees of the Alpine Cove Swimming & Tennis Club.

Section 12. Certificate of Payment. The Alpine Cove Swimming & Tennis Club shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Alpine Cove Swimming & Tennis Club, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) the common areas, including Lot 1, Plat "B";
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah.

Section 14. Duties and Powers Relating to Optional Facilities. The Alpine Cove Swimming & Tennis Club shall own, maintain, and manage the swimming pool and tennis courts, facilities, improvements and landscaping located on Lot 1, Alpine Cove Subdivision, Plat "B".

The Alpine Cove Swimming & Tennis Club shall have the same powers of assessment, levy and lien and related authority in regards to the optional facilities and members who elect to participate therein as it does in relationship to the General Common Area facilities as set forth above.

Section 15. Additional Powers and Duties for Optional Facilities. The Alpine Cove Swimming & Tennis Club shall have the further authority to:

- (a) Establish entrance and monthly fees to be paid to the Alpine Cove Swimming & Tennis Club for use of optional facilities.
- (b) Have the authority to obtain, for the benefit of its members, all water, gas and electrical service and refuse collection.
- (c) Grant easements where necessary for utilities and sewer facilities over the Alpine Cove Swimming & Tennis Club property (Lot 1, Plat "B") to serve the Alpine Cove Swimming & Tennis Club property or other common areas and lots.
- (d) Maintain such policy or policies of insurance as the Board of Trustees of the Alpine Cove Swimming & Tennis Club deem necessary or desirable in furthering the purposes of and protecting the interests of the Alpine Cove Swimming & Tennis Club and its optional facilities members.

(e) Have the authority to employ a manager and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Alpine Cove Swimming & Tennis Club, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Alpine Cove Swimming & Tennis Club to terminate the same the next annual meeting of the members of the Alpine Cove Swimming & Tennis Club.

(f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Alpine Cove Swimming & Tennis Club.

(g) Have a duty to maintain said optional facilities and to make such assessments in such amounts and in such a manner as the Alpine Cove Swimming & Tennis Club may determine.

(h) To establish such rules and regulations for the use of the Alpine Cove Swimming & Tennis Club optional facilities and such assessments, both regular and special as it may determine. Said Alpine Cove Swimming & Tennis Club shall establish such rules and regulations governing the use of the Alpine Cove Swimming & Tennis Club optional facilities as it deems in the best interest of its members and not inconsistent with this Declaration. Said Alpine Cove Swimming & Tennis Club shall also establish such rules and regulations governing the conduct of members and users of the facilities and membership discipline and member expulsion.

(i) As additional areas or additional plats may be developed by the undersigned, the purchaser of said lots within such plats shall become members of the Alpine Cove Swimming & Tennis Club and shall have the same duties, rights, and privileges as the original club members herein provided for.

ARTICLE V

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Alpine Cove Swimming & Tennis Club may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Alpine Cove Swimming & Tennis Club. If any such assessment is not paid within thirty (30) days after the delinquency the Alpine Cove Swimming & Tennis Club may, at its option, bring an action at law against the owner personally obligated to pay the same, or, to foreclose the lien provided for herein against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Alpine Cove Swimming & Tennis Club or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

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Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Alpine Cove Swimming & Tennis Club, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Alpine Cove Swimming & Tennis Club, the officers of the Alpine Cove Swimming & Tennis Club are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Alpine Cove Swimming & Tennis Club, but not to exceed \$50.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Alpine Cove Swimming & Tennis Club and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure of the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VI

ALPINE COVE EQUESTRIAN CENTER

Section 1. Establishment of Alpine Cove Equestrian Center. There shall be established a non-profit corporation for the purpose of establishing an equestrian center for the purpose of boarding, training, and caring for horses. Membership within said equestrian center shall not be limited to lot owners of Alpine Cove Subdivision. The undersigned will assist the members in acquiring property for this purpose. Membership entrance fees and monthly maintenance fees shall be set by the Board of Trustees elected by a majority vote of those who become members of said Alpine Cove Equestrian Center. Lot owners may elect whether or not to join said Alpine Cove Equestrian Center.

Section 2. Duties and Powers. The Alpine Cove Equestrian Center shall have such duties and powers as are enumerated in its Articles of Incorporation and By-Laws.

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ARTICLE VII

ALPINE COVE WATER COMPANY

Section 1. There shall be established a non-profit corporation for the purpose of establishing a water company to supply the culinary water needs of the Alpine Cove Subdivision.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the Alpine Cove Subdivision shall be a member of the Alpine Cove Water Company, a non-profit corporation. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Alpine Cove Water Company, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of said company. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the water company. Ownership of such lot shall be the sole qualification for membership.

Section 3. Transfer. The membership within the water company held by any owner of a lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the water company. In the event the owner of any lot should fail or refuse to transfer the membership certificate registered in his name to the purchaser of such lot, the water company shall have the right to record the transfer upon the books and records of the water company.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Alpine Cove Swimming & Tennis Club or 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 reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Alpine Cove Swimming & Tennis Club shall have the exclusive right to the enforcement thereof. Failure by the Alpine Cove Swimming & Tennis Club or 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 in its natural state and condition to reflect and harmonize with the natural beauty of the surrounding area. Owners shall in developing their lot attempt to preserve at least one-third (1/3) of said lot in its natural condition and in approving plans for construction of dwellings and accessory buildings thereon, the Architectural Control Committee shall attempt to control the location of dwellings and accessory buildings so as to maintain this open and natural condition to the greatest extent possible.

Section 4. 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 an annoyance or becomes obnoxious to residents in the vicinity.

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.

Section 6. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 8. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of optional common recreational facilities and general common areas. The Articles and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 9. Effect of Waiver or Breach or Failure to Enforce. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements; nor shall failure to enforce any of such restrictions, either by forfeiture or

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