

17829

RESTRICTIVE BUILDING AND USE COVENANTS

WHEREAS, the undersigned are the owners in fee or in trust of the following described property located in Utah County, State of Utah, to-wit:

Plat "P", Alpine Country Club Subdivision:

AND WHEREAS, it is the desire and intention of the undersigned to restrict the use of the same during the effective term hereof,

NOW THEREFORE, the following declaration as to limitations and restrictions in use to which the property may be put specifying that said declaration shall constitute covenants to run with the land as provided by law binding upon all parties claiming under them and for the purpose of limiting the use of said property by all future owners for the purpose of keeping development of said property uniform and compatible architectural design with surrounding properties and users as specified hereafter, these covenants are hereby declared:

1. No structure whatever other than one private, single family dwelling together with a private garage for not more than three (3) cars, a guest house, and servant quarters, all of masonry and/or frame construction shall be erected, placed or permitted to remain on any of the property described above, whether or not the same is divided into building lots.
2. No store, office or other place of business of any kind and no hospital, sanitorium, or other place for the care or treatment of the sick or disable, physically or mentally, nor any theatre, saloon or other place of entertainment shall be erected or permitted upon any of the property, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots, except for a temporary sales office during and for the development and sale of the property described herein.
3. The principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters, of 1450 square feet above the ground level. Deviation from this standard may be approved by the Architectural Control Committee provided herein.
4. The following building location restrictions shall apply: (A) No structure shall be located nearer than 30 feet to any street property line, or nearer than 40 feet on lots located on highway 80, or fail to meet minimum requirements on state and county roads; (B) No structure shall be located nearer than 10 feet to any side property line; (C) No structure shall be located nearer than 30 feet from any rear property line abutting a golf course, park or recreation area. For the purpose of this restriction, eaves, steps and open porches shall be considered as a part of the structure. Where the topography or location of the property lines of any lot prevents structure. Where the topography or location of the property lines of any lot prevents reasonable construction of the permitted structures within the specified area, the Architectural Control Committee, hereinafter described, may, by affirmative action, permit a variation from the requirements of this restriction. In no event shall the Committee permit a structure to be located nearer than 10 feet to any side property line.

If any dispute arises as to what constitutes a street, rear or side line, the decision of the Committee shall be final.

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SECURITY TITLE & ABSTRACT CO.
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 RECORDED AT THE COUNTY CLERK'S OFFICE OF
 17829
 17829
 800P 2227 PAGE 51

5. No structure shall be erected, altered, placed or permitted which exceeds in height 25 feet from the highest finished grade line immediately adjoining the foundation of the structure. Structures shall be 1 or 2 stories only, except that the Architectural Control Committee shall have the right to grant variances from this restriction upon reasonable grounds.

6. No building, fence, wall or other structure shall be commenced, erected, maintained or remodeled until the plan and specifications showing the nature, kind, shape, height materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as fully approved, lodged permanently with said Committee. The committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for the aesthetic or other reasons, and in so passing upon such plan, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building, or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence or other structure, including exterior color scheme, shall be subject to the approval of the Architectural Control Committee. All plans must be submitted to the Architectural Control Committee as outlined, and if the Committee has not taken action within 15 days on such plans, the owner may then proceed with his work. Notification of denial must be in writing.

7. No radio, short wave, or television antenna, or any other structure over three feet above highest roof line of the individual residence, on or to which it is constructed, shall be permitted unless approved by the Architectural Control Committee.

The Architectural Control Committed shall be composed of no less than three members selected by the undersigned or their successors in ownership, and in the event of death, incapacity or resignation of a member of the Committee, the remaining members shall designate a successor. The members of the committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of any architect as consultant, and to charge a sum not exceeding \$25.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The Consultant shall not have the right to vote in passing upon the plans and specifications. In the event of discontinuance of this Architectural Control Committee, for any reason, it may be recreated by appointment of the District Court or by appointment of the Mayor of Highland City. Appointees to the Committee must be lot owners of portions of the property above described.

8. No fence, wall or hedge over three feet high shall be constructed or maintained nearer than 40 feet to any property line except from street and right of way where no such fences, walls or hedges will be permitted nearer than 30 feet. Landscaping shall be planned in this area so as to avoid undue obstruction of the view of the golf course of adjacent lots.

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9. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless written approval shall have been secured from the Architectural Control Committee.
10. In the event the proposed improvement is to be only for repainting or redecorating the exterior of such structure, without remodeling or changing it, or making additions thereto, it shall be necessary to file with the Committee, in duplicate, the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.
11. No livestock or poultry, nor any other animals unless expressly permitted, shall be kept on any of the lots.
12. Dogs and cats may be kept upon any lot in reasonable numbers as pets for pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Architectural Control Committee shall have the right to determine what is a reasonable number of such animals.
13. No temporary house, trailer, tent, garage, or other out-buildings shall be placed or erected on the lots, and no dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. No building materials shall be stored or permitted to remain on lots unless to be used for immediate use.
14. With the exception of one "For Rent" or "For Sale" sign (which shall not be over 20x26 inches), no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot. No noxious or offensive activity shall be carried on upon any lot.
15. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including tank for storage of gas, fuel, oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal them from neighboring lots, streets, or from the view of any golf course property park or recreation area.
16. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash or garbage shall be removed from the lots each week and shall not be allowed to accumulate and shall not be burned thereon, nor deposited in streams bordering or traversing any property.
17. The Undersigned or their assignees, reserves easement over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (stor and sanitation), gas lines, and other public utilities along property lines as recorded on the plat of the above property, with the right to assign such easement. By these covenants it is understood that these easements will run concurrently with the life of this covenant.

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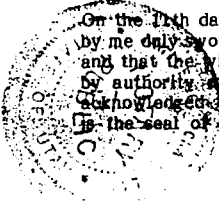
18. Prior to delivery of title or contract of sale of any of the property described herein, the undersigned or their assignees shall cause the Buyers or their representatives to acknowledge receipt of a copy of these restrictions and to cause execution of such receipt in writing acknowledging the receipt, having read, understood and complied with, to be delivered to the undersigned or their successors in interest.
19. All Utility Lines or service to any portions of the property included herein shall be installed underground.
20. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof and shall be binding on all of the parties and all persons claiming under them, until January 1, 2006, after which time they may be extended for a period of twenty five years, or more, with an instrument signed by a majority of the owners of the property.
21. The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but not restrictions therein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches, committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibite or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.
22. In the event that it becomes necessary to enforce the provision of these restrictions, any owner or owners representative of the property referred to herein shall have the right to initiate such action, judicially or otherwise, and shall have standing for the enforcement of said restrictions.
23. Invalidation of any one of these restrictions by judgment or Court order shall in no wise effect any of the other provisions which shall remain in force and effect.
24. Attorneys fees and costs incurred to enforce restrictions to be charged to party in default.

SECURITY TITLE AND ABSTRACT COMPANY

By: 

Rex C. Matson, President

STATE OF UTAH)
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COUNTY OF UTAH)



On the 11th day of June, 1985, personally appeared before me Rex C. Matson, who being by me duly sworn did say that he is the President of Security Title & Abstract Company, and that the within and foregoing instrument was signed in behalf of the said corporation by authority of a resolution of its Board of Directors and said Rex C. Matson, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said Corporation.

James L. Chamberlain
Notary Public

Commission Expires: 6-18-1986

Residing at Provo, Utah.

17829

BOOK 2227 PAGE 55