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ENT 18953:2016 PG 1 of 8
Jeffery Smith
Utah County Recorder
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**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
DAVIDS COURT**

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

LOTS 1 – 8, PLAT "F", DAVIDS COURT SUBDIVISION, ALPINE, UTAH – according to the official plat thereof on file in the Utah County Recorders office. ("PROPERTY")

The property presently consists of 8 lots which have been recorded (Entry# 84351-2015).

The undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or 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. "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.

Section 2. "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 property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Committee" shall mean and refer to the Davids Court Development

Committee. See Article III

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. Dwelling Quality and Size. Only new single family residences or residence related structures allowed by City ordinance are permitted to be built and must meet or exceed the follow requirements for quality and size. Residences are intended to be custom where each home is individually designed for each purchaser by a reputable architect. As such, each residence shall be unique and not substantially duplicated from another residence within the development. Residences shall not exceed two stories above top of foundation in height. Detached accessory building shall meet city ordinance and shall also be approved by the architectural committee (see Section 9b). The minimum area above ground, excluding garages and porches; of a single-level dwelling (Rambler) shall be two thousand six hundred (2,600) square feet. The minimum area above ground, excluding garages and porches of a two- story dwelling shall be three thousand two hundred (3,200) square feet and must have a minimum main floor square footage of no less than two thousand two hundred (2,200) square feet and the upper level square footage shall be not be larger than 66% of main floor square footage. All dwellings shall be built according to the minimum architectural guidelines as outlined in Section 9. The architectural design will be as equally important as the size.

Section 2. Building Location. Any and all Structures located on the Lot shall be located within the building envelop as defined in the Final Plat and/or as defined by City Ordinance. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet. No building shall be located nearer than 15 feet to an interior lot line or nearer than 30 feet to the rear lot line.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Committee.

Section 4. Temporary Structures. No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 5. Completion of Building. Once construction of a dwelling or any other structure has begun, work thereon must be carried out diligently and completed within twelve (12) months of the date of commencement.

Section 6. Landscaping. Owner shall complete minimum landscaping improvements of the front yard area and side yard area facing a street for corner lots within 90 days of the date certificate of occupancy from the City is issued. Front yard shall be landscaped from curb to front corners of home, including city park strip. Side yard, adjacent to street, shall be landscaped from curb to back corner of home, including city park strip. Landscape improvements shall include at a minimum of an automated sprinkler system, sod and decorative planter beds with

borders that contain a variety of trees, shrubs, and bushes that beautify the yard and overall appearance of the neighborhood. Trees, shrubs and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Marble chips, volcanic rock, or high contrast stone patters (i.e., red, green, bright white, etc.) shall not be allowed. Natural rock in appearance may be used for retaining walls, water features and planter bed substrate.

If weather conditions or other conditions deemed reasonable by the Committee exist that prevent the installation of landscaping, the Owner shall place in escrow (or equivalent substitute) eight thousand dollars (\$8,000) to be held as security for completion of landscaping. In the event that landscaping is not completed within 6 months after certificate of occupancy, the architectural committee may draw said funds to complete the required landscaping. The place where funds may be placed in escrow or equivalent substitute to escrow shall be approved by the architectural committee on a case by case basis.

Section 7. Compliance with Applicable Zoning Ordinances. All structures within the property shall be built, occupied and used in accordance with the provisions of City Zoning Ordinances. All residential uses of the Property shall be in accordance with City Zoning and Ordinances.

Section 8. Architectural Guidelines. The following architectural guidelines shall apply to the property affected thereby

(a) Harmony of Exteriors: Exterior material of all dwellings shall consist of hard-surface materials that are brick, stucco, stone, or high grade lap siding. Other hard-surface materials may be presented to the Committee for review to be approved for use of an exterior material. Aluminum and vinyl siding are not permitted. Metal may be used for soffit, fascia, and gutter. Window frames may be vinyl. The roofing material shall be architectural-grade composition shingles, or tile roofs approved by the Committee. The use of natural earth tones will be encouraged, along with the use of stone materials. Unless otherwise approved by the Committee, the exterior materials utilized on any structure shall consist of at least (50%) masonry that is stone or brick. It is encouraged that the greatest portion of stone or brick is located on the elevation of the home visible from the front or side facing a public street. Color and style shall be selected to create an appealing variety of colors and styles without outlandish personal preferences. Exterior materials and colors shall be approved by the Committee.

(b) Detached Accessory Buildings: A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be submitted to the Committee for approval prior to obtaining a building permit and commencing construction of such accessory building. Metal Buildings, Metal Roofing may be permitted based on style and design and subject to committee approval. Out buildings are not to distract or be non-conforming to the neighborhood.

(c) Roof Lines: Roof Lines must be kept at an 8/12 slope or greater, unless special permission is given by the Committee upon review of plans, specifications and Lot location. Roof dormers and features that add character to the architectural appearance of the structure are encouraged and are exempt from the slope requirement. Equipment such as "swamp coolers" or evaporators is not permitted on roofs of any structure.

(d) Retaining Walls: Retaining walls must/may be used to accommodate necessary and preferred site layout as long as retaining walls do not detract from the main residence on the property. Retaining walls shall be shown on the projects site plan and shall include height, type of material and necessary engineering if required. All retaining walls shall be approved by the Committee.

(e) Fences: No privacy fences, walls or hedge shall be allowed in front of the dwelling. Property owners are to stay in compliance of city ordinance for fence location. Type of materials, height and intended use of fencing shall be included in the site plan or fencing plan and provided to the architectural committee and must be approved by the Committee prior to installation. The Committee is authorized to require such color, materials, style and location as may be necessary to cause all such fences to be aesthetically appealing. Chain link, mesh wire, Barbed Wire, and Electric fences shall not be permitted.

(f) Garages and Driveways: Every dwelling must have a minimum of a three (3) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Each dwelling shall be limited to a four (4) car garage; if more than 4 garage stalls in desired, an owner may propose additional garage stalls in a separate accessory structure. Driveways may be used for temporary parking for guests. Driveways shall not be used for parking vehicles or trailers or equipment by occupants of the property. RV parking is encouraged to be within an accessory structure or garage. RV parking may be approved outside of an accessory structure at the discretion of the Committee if the parking area is bordered on 3 sides by either a privacy fence or structural wall and is generally not visible from any public street.

(g) Prohibitions against Soil Erosion and Runoff; Existing Swells. 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 performed 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 drainage once constructed. All Owners are responsible to comply with State Storm Water Protection Criteria.

Section 9. Architectural Approval. No building, structure, fence, landscaping or improvement shall be erected, installed, placed or altered on any lot until the construction plans and specifications have been approved by the Committee. Committee may require the necessary plans to clearly indicate design, location, descriptions of materials, color scheme and grading at their discretion. Supporting plans shall be provided to the Committee prior to submitting plans

to the City and may typically include 1) Site plan of lot showing proposed home location, setback, structural retaining walls, driveways, hard surfaces and fencing. 2) Floor plan showing layout of residence, square footage, and window/door sizes, etc. 3) Elevation of each side of the home showing proposed materials, color schemes, etc. 4) Landscaping plan showing types of vegetation, borders between grass and planters, other hard surfaces. Committee shall be provided thirty (30) days to review plans and provide approval or disapproval. If plans are not approved by Committee, owner may make revisions and re-submit plans and start the review process again as identified above. If the Committee does not within thirty (30) days of submission provide written approval or disapproval, then the Plans and submitted shall be deemed approved.

All decisions of the Committee shall be final and neither the Committee nor its designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any structure, fence or improvement in violation of city or county ordinances are the sole responsibility of the owners and/or their designated architects, contractors or representative. The Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy of any improvement on the property. The Committee in its discretion shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

ARTICLE III

Davids Court Development Committee

Section 1. Membership. The Committee is comprised specifically of Rosanna Patterson, Dave Cottle and Israel Patterson. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire to make a member 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 the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, 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 property. 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 two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The **Committee or any owner or the successor in interest of any 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, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas, 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, or which may change the direction or 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.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets, driveways, landscaping of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed. No Mechanical work to be done in front yard, driveways, or street

Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall be hauled off premises as needed to keep sanitary. All refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Horses and Livestock may be permitted under the written approval of the Committee. City ordinance shall control animals that owners may consider keeping on the property. Owner's will be required to provide adequate fencing required for animals, storage for feed, Proper storage for manure until it can be hauled off premises, Mitigation for fly control is required, including a fly control spray system where needed. Manure and bedding material are not to be used as fertilizer on property.

Section 5. Satellite Dishes, Other Structures. Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Committee. Power

Generating solar panels may be approved if certain requirements are approved by the committee, such as but not limited to, colors, distraction, noise, Out of sight of neighboring homes, devaluation of neighboring homes,

Section 6. Construction Activities; Clean Up; Owner Liability; Cash. Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot.

Section 7. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

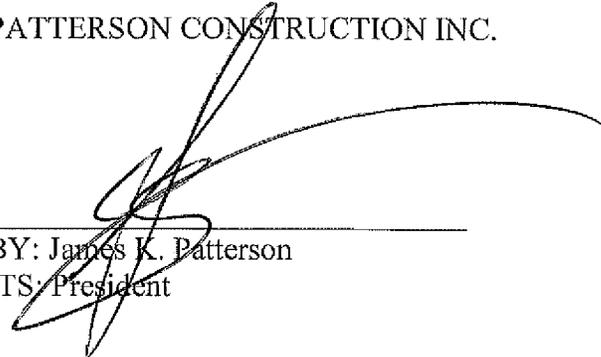
Section 8. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the Committee, are established for the benefit of the Property. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

Section 9. Amendments to CCR's. The protective covenants, conditions and restrictions set forth in this Declaration, may be amended by majority vote of lot owners. Each Lot is entitled to one vote. The title owner at the time of voting to amend the CCR's is entitled to submit one vote for each lot owned (In-other-words, one owner may submit multiple votes if the owner is a title owner on multiple lots). Any amendments should be submitted to the architectural committee for review; the architectural committee shall then reasonably organize and schedule voting to take place in a lawful manor. The architectural committee may as authorized by law execute and sign any amendment approved by lot owner on behalf of each lot owner to be recorded on County records.

Section 10. Maintenance. Each lot owner covenants and agrees to promptly and adequately maintain all structures, landscaping, yard care, concrete, paint, fencing, animal features, and any item outside the structure to preserve all such items and materials as conditions may require to continually maintain an attractive appearance for all the owners in the Property. .

Dated this 7 day of March, 2016

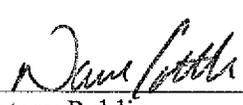
PATTERSON CONSTRUCTION INC.


BY: James K. Patterson
ITS: President

State of Utah)
 ss:
County of Utah)

On the 7 day of March, 2016 personally appeared before me James K. Patterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.




Notary Public