

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

The Undersigned, is the owner of the real property in the County of Utah, State of Utah described as:

Lots 1 through 15 Plat A and Lots 1 through 26 Plat B, Oak Knoll
~~Lots 1 through 41, Oak Knoll Subdivision, Plat A~~ Subdivision, Alpine, Utah.

The Undersigned, 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.

Title to all of the lots in the subdivision 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 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

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 one thousand eight hundred (1,800) square feet for a single level residence and one thousand five hundred (1,500) square feet for the main floor and one thousand three hundred (1,300) square feet for the second floor or multi-level residences. All construction shall be of new materials except for approved "used brick."

Section 2. 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 3. Compliance with Zoning Ordinances of Alpine City. All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of Alpine City Zoning Ordinances relating to Zone CR.

Section 4. Architecture Guidelines. The following architecture guidelines shall apply to all lots in the Oak Knoll Subdivision affected hereby:

(a) Harmony in building: At least fifty percent (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, approved architectural composition shingles, or tile roofs.

(b) A detached accessory building may be permitted. Said detached accessory building shall be subject to all of the conditions and restrictions imposed by Article I 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.

(c) Every dwelling must have a minimum of a two (2) car garage.

(d) Color Harmony: 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; a limited amount of aluminum siding will be permitted.

(e) Fences: 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 the Oak Knoll Subdivision except that green chain link fencing for purposes of tennis courts may be permitted as hereinafter set forth. 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.

ARTICLE II

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 or 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 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 of 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 violations. 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 III

GENERAL PROVISIONS

Section 1. 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 any annoyance or becomes obnoxious to residents in the vicinity. (EXEMPT FROM SECTION 1 ARE ALL LOTS BACKING ONTO DRY CREEK.)

Section 2. Mailboxes. Located on property line causing two (2) boxes for every two (2) lots to be adjacent to each other. A master plan will designate exact location and specifications.

Section 3. Landscaping. All lots fully landscaped from curb including parking strip to rear line of house. To be completed within one (1) year of occupancy.

Section 4. 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.

DATED this 13 day of July 13, 1994.

OAK KNOLL PARTNERS, Ltd. By: Lindsay Investment Co., L.L.C. as General Partner

Handwritten signature of Dean Lindsay, Dean Lindsay as Manager of the Lindsay Investment Co., L.L.C.

STATE OF UTAH)
: as
COUNTY OF UTAH)

Personally appeared before me Dean Lindsay as Manager of the Lindsay Investment Co., L.L.C., who acknowledge executing the above under oath.

Handwritten signature of Notary Public Rick Lee Carlton, Notary Public

RESIDING IN: Alpine Utah

MY COMMISSION EXPIRES: July 15, 1996

