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**Declaration of  
Covenants, Conditions and  
Restrictions of  
Bennett Farms Subdivision**

35:657:0001 - 0005

35:658:0001 - 0003

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 6th day of August, 2014 by Country Manor Development, L.L.C., a Utah Limited liability company ("Declarant")

**WITNESSETH**

WHEREAS, Declarant is the owner of certain real property located in Alpine City, Utah County, State of Utah, more particularly described as follows (the "Subdivision"):

**Lots 1, 2, 3, 4 and 5 Plat "D", BENNETT FARMS SUBDIVISION, Alpine, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.**

**Lots 1, 2 and 3 Plat "E", BENNETT FARMS SUBDIVISION, Alpine, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.**

WHEREAS, Declarant intends that the building lots in the Subdivision (individually, a "Lot" and collectively the "Lots") together with the common easements as specified herein, shall hereafter be subject to covenants, conditions, restrictions, reservations, and assessments set forth herein.

NOW, THEREFORE, Declarant hereby declares that all of the lots within the Subdivision shall be held, sold, conveyed, encumbered leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in the Declaration, all of which are created for the mutual benefit of the owners of the Lots (each, a "Lot Owner"). It is the intention of the Declarant in imposing these covenants, conditions, and property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Lot Owners. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall insure to the benefit all other Lots in the Subdivision. The covenants, conditions, and restrictions shall be binding upon the Declarants as well as its successors in interest, and may be enforced by the Declarant or by any Lot Owner within the Subdivision.

**Article I  
Architectural Control**

**SECTION 1.** It is the intention and purpose of these covenants, conditions and restrictions to impose architectural standards that result in residential dwellings, which are architecturally compatible in terms of proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee (the "Architectural Committee"), which is empowered to oversee the constructions of all dwellings and other improvements to the Lots in the Subdivision. The Architectural Committee will consist of Three (3) members. Any two designated by Country Manor Development, L.L.C. shall be the initial members of the

Architectural Committee. (70%) of the Lots are sold to person other than the Declarant, one (1) of the members of the Architectural Committee will be elected by the Lots Owners. At the time that all of the Lots are sold to persons other than the Declarant, all members of the Architectural committee will be elected by the Lot Owners.

**SECTION 2.** A majority of the Architectural Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Committee, the remaining members of the Architectural Committee shall have full authority to select a successor. Neither members of the Architectural Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

**SECTION 3.** Prior to the Lot Owner obtaining any building permit from Alpine City, the Architectural Committee's approval is necessary. The approval or disapproval, as required in these covenants shall be in writing. The Lot owner must submit a set of formal plans, specifications, and a site plan to the Architectural Committee before the review process can commence, which plans will be dated at the time of receipt. In the event of the Architectural Committee, or its designated representative, fails to approve or disapprove submitted plans within thirty (30)days after plans and specifications have been received and dated by the Architectural Committee, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**SECTION 4.** No dwelling, building, fence, wall or other structure shall be commenced, erected for maintained upon a Lot in the Subdivision, nor shall any exterior addition, or charge of alteration therein be made, until the plans specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external designs and location in relation to surrounding structures and topography by the Architectural Committee.

**SECTION 5.** Neither the Declarant nor any member of the Architectural Committee shall be liable to a Lot Owner for their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural Committee for review.

**SECTION 6.** The Architectural Committee's review is limited to those matters expressly granted in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or any other statues, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Architectural Committee prior to construction.

**ARTICLE II  
RESIDENTIAL AREA COVENANTS**

**SECTION 1.** Residences. No residential dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than four vehicles. All construction shall be comprised of new materials, except used brick and rock may be used.

**SECTION 2. Dwelling Guidelines**

- (a.) Quality and Dwelling Guidelines. No prefabricated or manufactured homes will be allowed. Only one residential dwelling may be constructed on any Lot. Each residential dwelling must have an attached garage for a minimum of three (3) cars. Finished square footage minimums as follows:

**Rambler:** The main level floor shall be a minimum of 2,000 square feet.

**Two-Story:** The main level floor area shall be a minimum of 1,800 square feet finished and the second level floor area must be at least 900 square feet. However, if the main level floor area is 2,000 square feet finished, there shall be no minimum requirement for the second level floor area.

**Multi-Level:** The main level area shall be a minimum of 1,800 sq. feet finished (family room, half bath and laundry room behind garage shall be counted as finished square footage).

For purposes of calculating square footage minimums, open porches and garages shall not be included.

- (b.) Exterior Surface Materials. Each residential dwelling (and any outbuildings) must have an exterior covered with all hardiplank, brick, rock or stucco, or any combination of brick, rock, stucco, hardiplank and aluminum soffit and fascia as approved by the Architectural Committee, 50% of the entire residential dwelling from corner to corner shall be brick or rock, or 25% of the entire residential dwelling shall be brick or rock, whichever is less. With all sides having some brick or rock. This may be changed based on the style of the home.
- (c.) Dwelling Setback and Placement. Each dwelling and outbuilding must be placed on a Lot in an area that meets the Alpine City setback requirements and any easement restrictions set forth on the Subdivision plat. All outbuilding must be of the same material as the residential dwelling. And must be of the same architectural style.
- (d.) Height. No structure on any Lot may exceed the greater of: (i) thirty-five (35) feet in height as measured at the natural grade of the Lot prior to construction, to a point half way between the eaves and the ridge line of the roof, and (ii) the height permitted under the Alpine City building ordinances.
- (e.) Roof design. Roof pitches must be within a range of 6/12 or greater slope. The Architectural Committee may, in its sole discretion, approve other roofing materials as new roofing material products are developed. Mansard, fake mansard, A-frame (except on entry ways and porches), gambrel, flat, and curvilinear roof designs are prohibited. All fascia boards must be at least 6 inches in width. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color. If asphalt shingles are used they must be of 25 year or heavier material.
- (f.) Antennas; Solar Equipment. All antennas must be enclosed within the dwelling. Any satellite dishes in excess of 24 inches in diameter must be located and screened in a manner approved by the

Architectural Committee so that they are not directly visible from adjoining Lots. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

(g.) Balconies and Decks. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above the grade must be finished with aluminum or vinyl soffit in matching colors.

(h.) Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by the Architectural Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blacks. Gravel driveways are not permitted.

**SECTION 3. Outbuildings.** Any and all outbuildings must be approved by the Architectural Committee prior to Alpine City issuing a building permit. The exterior of all outbuildings must match the exterior design of the residential dwelling on the Lot. No garage, storage unit or other building may be constructed prior to the construction of the dwelling on the Lot.

**SECTION 4. Fencing.** Any fencing installed must be approved by the Architectural Committee and must meet Alpine City's height and setback requirements. No chain link fences of any type are allowed, except colored fencing around a tennis court. No vinyl fencing.

**SECTION 5. City Ordinances.** All improvements on a Lot shall be made, constructed and maintained and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of Alpine City, Utah County, and the State of Utah which may apply, including, without limiting the generality of the foregoing, all zoning and land use ordinances. Any business operated out of a residential dwelling must be in strict compliance with the zoning and other ordinances adopted by Alpine City, may require a conditional use permit to be applied for at Alpine City, and shall be operated under a valid Alpine City business license.

**SECTION 6. Easements.** Easements for the installation of maintenance of utilities, drainage and irrigation facilities are reserved as shown on the recorded plat. Within these easements, not structure, planting or other material shall be place or permitted to remain on or around said easement, which may damage or interfere with the installation of maintenance of utilities, drainage or irrigation water in the buried utility lines or open channels within said easements. These easements may be used by Declarant or utility companies to provide services to properties other than this Subdivision.

**SECTION 7. Nuisances.** No noxious or offensive activating shall be carried on upon any Lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Commercial vehicles cannot be parked on the road or in front of the home, but must be kept in a garage on the Lot. No repairs to vehicles may be done on driveways or on the road. All repairs must be done in a garage. Also, no semi-trucks or trailers will be allowed in the Subdivision at any time, and no curbside parking of any vehicle will be allowed in the street within the Subdivision, overnight.

**SECTION 8. Temporary Structures.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

**SECTION 9. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and containers. All such containers must be kept clean and in good sanitary condition. Each Lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public including (but not limited to) old vehicles.

**SECTION 10. No Service Yards.** There shall be no clothes lines, service yards or storage yards. No mechanical equipment may be maintained outside of garages.

**SECTION 11. No Offensive Noises or Odors.** No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

**SECTION 12. No Hazardous Activities.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses. The discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

**SECTION 13. No unsightliness.** No unsightliness is permitted on any Lot. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any residential dwelling unit or addition); (ii) lawn or garden furniture except during the season of use; and (iii) the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

**SECTION 14. Landscaping.** All front and side yards must be landscaped within the later of: (i) one (1) year after residential dwelling is occupied, and (ii) the date required by Alpine City, if any. Rear yards must be landscaped within the later of: (i) two (2) years of occupation of a residential dwelling, and (ii) the date required by Alpine City, if any. All Lots and contiguous fence lines must be kept free of noxious weeds and must maintain a pleasant appearance.

**SECTION 15. Livestock.** No animals other than ordinary household pets may be kept on any Lot. No large animals, livestock shall be allowed on any Lots.

**SECTION 16. Ownership.** This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Lot Owners will be responsible for any and all water retention and run-off from irrigation or other water sources, natural or manmade, initiated at or pertaining to their Lot that could affect or damage other Lots or property. Lot Owners will not be allowed to remove, restrict, or disassemble any

drainage or irrigation system put in place by Declarant unless found to be defective and replaced by an equal or greater system.

**SECTION 17. Completion Required Before Occupancy.** No dwelling may be occupied prior to its completion and issuance of certificate of occupancy by Alpine City. In addition, the Architectural Committee may bar occupation of a dwelling if garage doors or other exterior features have not been completed.

**SECTION 19. Exception for Declarant.** Notwithstanding the restrictions contained in this Article II, for the seven (7) years following the date on which this Declaration is filed for record in the office of the Utah County Recorder, Declarant shall have the right to use any Lot owned by it in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement and/or sale of all Lots owned by the Declarant. For purposes of this Declaration, "Declarant" shall mean Country Manor Development, L.L.C..

### ARTICLE III GENERAL PROVISIONS

**SECTION 1. Enforcement.** Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any Lot Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from non-compliance of this Declaration will be borne by the losing party.

**SECTION 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force or effect.

**SECTION 3. Carryover.** By agreeing to, "Declarant" agrees to be bound hereby by all of the provisions of these covenants and restrictions as contained herein, each Lot Owner does also hereby agree that he will be responsible to carry over to any sale, gift, pass through to heirs, divorce or exchange of any kind of the property, these covenants and restrictions, and will not be released from their covenants, restrictions or any financial obligation agreed to herein.

**SECTION 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Subdivision and each Lot therein, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total voted of all the Lot Owners, which vote shall be taken at a meeting called for such purpose, in which each Lot Owner is given written notice of such meeting not less than ten (10) days in advance of such meeting. Any approved amendment shall be reduced to writing, signed and recorded against the Lots at the Utah County Recorder's Office and Alpine City.

**SECTION 5. Declarant.** After this Declaration is recorded, "Declarant" shall mean Country Manor Development, L.L.C.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 6th day of August, 2014.

DECLARANT

COUNTRY MANOR DEVELOPMENT, L.L.C.

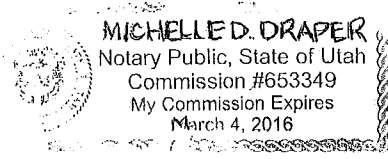
By: Roger E Bennett manager  
Roger E. Bennett, Manager

State of Utah )

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County of Utah )

On the 6th day of August, 2014, before me, the undersigned Notary Public, personally appeared Roger E. Bennett, Manager of Country Manor Development, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Michelle D. Draper  
Notary Public