

HEALEY HEIGHTS SUBDIVISION
A planned residential development
of Alpine, Utah

**Protective Covenants
And
Building Restrictions**

WE, The undersign owners of the following described real Property in the County of Utah, State of Utah described as: Lots 24 through 32, Healey Heights Subdivision, Plat "B" Have deemed desirable to provide a general plan for the Development of all 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 Plat "B" of 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 subject 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 to all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall insure 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 and permitted to remain on any lot other than The one (1) single family dwelling. Every single family dwelling shall have a minimum area above the ground of two Thousand (2,000) square feet, for a single level residence and one thousand six hundred (1,600) square feet for the main floor and one thousand (1,000) square feet for the second floor of a multi-level residence. 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 a Planned Residential Development in a CR-1 Zone.

Section 4. Architectural Guidelines. The following architectural guidelines shall apply to all lots of Phase 'B' in Healey Heights Subdivision affected hereby:

Materials

1. Dwelling exterior shall be constructed of brick, stone, stucco or a combination thereof with at least 25% being brick or stone.
 - a. Color Harmony: The use of natural earth tones will be encouraged, along with the use of stucco, stone and limited amount's of wood as materials. The use of unpainted concrete or blocks and painted or unpainted metal siding is prohibited on exterior surfaces.
 - b. Soffit and fascia materials may be an aluminum or vinyl.
2. Roofing
roofing material shall be tile or shake. A high-grade of architectural asphalt roofing (minimum 25-year guarantee) may be permitted.
3. Outbuildings
detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and/or encourage, subject to approval by the ACC, if said buildings
 - a. Meet all applicable zoning with respect to size or location, or any other requirements, including the avoidance of recorded easements;
 - b. Conform in design and materials with the primary residential home on the lot.
 - c. They are not located adjacent to the front setback of the lot or closer than 10' to either dwelling or another outbuilding.

4. Garages
every dwelling must have a minimum of a two-car garage.
5. Fences: No fences shall be allowed in front of the dwelling. (Or in case of corner lots, on either side facing a street.) under no circumstances will any 'Chain link' fencing of any type, brand or may be allowed to be constructed on, any property within the Healey Heights Subdivision except that green chain link fencing for the 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. Fences shall not exceed 6' in height.
6. Driveways and Walkways
all driveways and walkways forward of the 30' front setback line shall be constructed of concrete, brick, flagstones, or similar high-grade material and not of asphalt, and be of a width to provide side by side parking for a minimum of two cars.
7. No storage of old cars or other items outside of an Enclosed structure.

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 unassigned 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 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.

Section 2: Mailboxes. Located on property line causing 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. Rear yards to be completed within two (2) years 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 agree to all restrictions, conditions, covenants, and agreements set forth herein.

