

ALPINE MEADOWS LOT OWNERS

PROTECTIVE COVENANTS

CONVEYED herewith also is a RIGHT OF WAY for all purpose for which rights of way are commonly used over all roads within Alpine Meadows, to be used in common with the grantor, his heirs and assigns.

The said premises are conveyed subject to the following express conditions and restrictions which are covenants running with the land conveyed and to each and every other parcel within Alpine Estates of Alpine Meadows, so-called, and to which the grantees, by accepting this instrument, agree for themselves, their heirs and assigns, to observe and keep for the benefit of the grantor, his heirs and assigns, and for the benefit of the other lots in said Alpine Estates.

1.) The premises herein conveyed cannot be subdivided nor sold or otherwise conveyed in separate parcels.

2.) The premises conveyed hereunder shall be used for residential purposes only and for the usual and natural used in connection therewith. Not more than one dwelling shall be erected, permitted or maintained upon the premises conveyed hereunder, which shall be designed for use by not more than one family, but this shall not be construed to forbid the construction of a garage and a bona fide guest house. The premises may be rented when not owner occupied.

3.) The grantor, for himself, his heirs and assigns, does hereby agree to maintain, repair and snowplow Alpine Meadows Road, so-called, from the main highway (called Middleton Road) for a period of two years, from July 1, 1965 until July 1, 1967 to and including all lots in Alpine Estates, so-called, and from that day the grantor, his heirs and assigns, agrees to pay his proportionate share of such road maintenance and repair costs, but not snowplowing, as the lots he still owns in Alpine Estates shall bear to the total number of lots in said Alpine Estates and the grantees, by their acceptance hereof, hereby agree, for themselves, their heirs and assigns, to bear their proportionate share of the cost of road maintenance and repair. From and after July 1, 1967 the grantor shall have no obligation to snowplow the roads at Alpine Meadows, the costs of such operation shall be borne by the lot owners in proportionate shares.

4.) The grantor does hereby reserve for himself, his heirs and assigns, the right to enter upon the premises hereby conveyed for the purposes of digging, burying, maintaining, and doing all other acts necessary to supply water to the home of the grantees in the event that the grantees should contract with the grantor to purchase water from wells reserved by the grantor. Provided, however, that the grantees, their heirs and assigns, shall bear the cost of all such work and materials done or supplied within the bounds of the premises conveyed.

5.) The grantor does hereby reserve, for himself, his heirs and assigns, the right to place, if necessary, culverts, ditches and other conduits across the premises hereby conveyed for the purpose of controlling and directing the natural flow of water, melting snow and drainage, so as to protect the roads within Alpine Meadows.

6.) The dwelling, to be erected on the premises, shall be of Colonial design which shall be harmonious and in good taste as compared to the other houses in Alpine Estates. The grantees, by their acceptance hereof, do hereby agree, for themselves, their heirs and assigns, to submit to the grantor, his heirs or assigns, elevation drawings of the house the grantees propose to build. Said elevation drawing shall be submitted to the grantor prior to the breaking of any ground and the grantees shall not commence construction of said dwelling without first having obtained the approval of said elevation drawings by the grantor. The grantor shall approve said elevation drawings if they are of Colonial design and first having obtained the approval of said elevation drawings by the grantor. The grantor shall approve said elevation drawings if they are of Colonial design and are harmonious and in good taste as compared with the other houses at Alpine Estates. The grantor shall approve said elevation drawings within fifteen (15) days after their receipt by him. In the event that the grantor shall not approve said elevation drawings then whether the design of the dwelling contemplated to be constructed by the grantees shall be harmonious and in good taste as compared with the other houses at Alpine Estates, shall be determined by a committee of three (3), one of which shall be chosen by the grantor, the second of which shall be chosen by the grantees, and the third

of which shall be chosen by the two members of the committee selected as herein provided. Said committee shall not consider said dwelling to be harmonious or in good taste if said dwelling is of a Georgian, A-frame, Victorian, Oriental, Extreme modern design, Chalet or Contemporary.

7.) All laundry yards or clothes drying areas shall, if constructed upon the premises, be enclosed or concealed with attractive and appropriate fences.

8.) The grantor does hereby agree, for himself, his heirs and assigns, that at such time as the last lot in Alpine Meadows has been conveyed by the grantor, he shall at that time convey to the grantees hereof and to all other grantees of lots located at Alpine Meadows as tenants in common, in equal, undivided shares, all of the "Greenbelt" area, so-called, within Alpine Meadows together with all of the roads in said development but reserving, however, to the grantor, his heirs and assigns, a right of way over said roads for all purposes for which rights of way are commonly granted or reserved including access to property owned by the grantor. Said "Greenbelt" area shall be as shown on a plan of Alpine Meadows to be recorded. The grantees by their acceptance hereof do hereby agree for themselves, their heirs and assigns, that they will accept from the grantor said deed and the recording of said deed at the Carroll County Registry of Deeds, whether by the grantor or by the grantees, shall be conclusive upon the grantees of their ownership of said "Greenbelt" area and roads.

Invalidation of any one or more of the foregoing restrictions, by legal, equitable or other action, shall not invalidate any other restriction.

The premises are conveyed subject to such utility pole rights, water rights, and rights of way which may presently exist.