

**PROTECTIVE AND RESTRICTIVE COVENANTS
SUNRIDGE PROPERTY OWNERS ASSOCIATION**

(Ratified: August 10, 1998)

SECTION A: DECLARATION.

Declaration of protective covenants, conditions and restrictions of the Sunridge Property Owners Association, on property located in Weber County, State of Utah, more particularly described as follows:

Certain real property known as Sunridge Subdivisions 2 and 3 including all of lots 1 through 89 inclusive, as well as Sunridge Highlands 1,2,3,4,5,6,7,8,9,10 and 11 including all of lots 1 through 130 plus lots 148 through 278 inclusive. Also including those areas designated as common area according to each of the official plats thereof, as recorded in the office of the Weber County Recorder, State of Utah.

All former covenants put into place as each subdivision was originated or approved are hereby replaced or superseded by this document, which establishes a uniform general plan for the protection, maintenance and improvement of the above described properties. As of adoption and official recording, these covenants will uniformly apply to all of the combined subdivisions which comprise the Sunridge Property Owners Association, hereinafter referred to as the "Association".

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

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all persons owning lots in any of the subdivisions listed above which are a part of the Association. They will continue in force through Dec.31, 2003, and unless amended, for additional successive five year periods. Revisions, amendment or extinguishing of any or all of these covenants can be affected within eight months of the end of any such five year period. This may be accomplished with a written agreement executed by the following procedures:

- [a]. The Board must notify all property owners thirty [30] days in advance of any proposed action. Voters must be clearly notified of the place, date and hour when the voting to amend will be conducted.
- [b]. Printed copies of any proposed changes should accompany notification. Proxy cards along with explanation of how they can be used may also accompany notification. Each property owner, [or in the case of joint or multiple owners, the designated voting delegate] should be encouraged to study the changes and come to vote or be represented by proxy.
- [c]. The covenants can then be amended at a regular or special meeting of members when three quarters [3/4] of those lot owners present at the meeting [either in person or represented by proxy] vote in favor of the proposed changes.
- [d]. Such revisions as voted upon would become binding and official when recorded in the Weber County Recorders office.

SECTION B: GOVERNING BODY.

The authorized governing body for the Association is the duly elected Board of Trustees. Election of lot owners to the Board of Trustees is conducted at the annual Spring meeting of members, according to provisions established in the Association By-laws. The Board of Trustees, hereinafter called "Board" may also refer to committees or individuals commissioned and authorized to conduct business on behalf of the Board in areas of specific delegations.

1. Functions : The Board will adopt and enforce rules and regulations of the Association, as well as provide for maintenance of roadways, gates, water systems, common areas and security.

The Board may establish budgets and carry out projects for improvement and maintenance of Association properties. The Board may then levy annual or special assessments on lots for each owners fair share of the costs. The guidelines and penalties for failure to pay these assessments are explained in the Association by-laws. Liens will be placed upon lots when owners fail to pay these assessments as specified.

23-048-0001-0009	23-113-0001-0009	23-084-0001-0005
23-049-0001-0007	23-066-0001-0008	23-098-0001-0007
23-051-0001-0022	23-067-0001-0013	23-099-0001-0008
23-053-0001-0013	23-068-0001-0009	23-100-0001-0008
23-053-0015	23-069-0001-0012	23-104-0001-0008
23-054-0001-0010	23-070-0001-0005	23-107-0001-0010
23-055-0001-0014	23-071-0001-0005	23-108-0001-0011
23-056-0001-0013	23-080-0001-0006	23-110-0001-0015
23-065-0001-0012	23-081-0001-0006	23-111-0001-0012
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DOUG CROFTS, WEBER COUNTY RECORDER
23-FEB-99 8:25 AM FEE \$1.00 DEP BCT
REC FOR: S.P.G.A. 372.00

23-116-0004-0008
23-117-0004-0009
23-118-0004-0004
23-120-0004-0026
23-120-0027-0032
23-120-0004
23-120-0002-0013

2. Sanctions : The Board of Trustees is authorized and expected to enforce Association Covenants and By-laws for the general welfare of all owners.

In cases of non compliance or violation, sanctions may be imposed by action of the Board of Trustees. These sanctions include but are not limited to : assessment of fines, liens against property, loss of privileges, or pursuit of legal action against the offending lot owners.

SECTION C : GENERAL USE RESTRICTIONS.

1. Single Family Residence : No lot or lots embraced in the Association shall be used for other than a single family residence purpose. There shall not exist on any lot at one time more than one residence. No trailer, tent, shack, shed, barn, temporary building, outbuildings or guest house shall be erected on any lot without approval in writing from the Board, except when used for a reasonable period to aid in the construction of an approved structure or for brief vacation periods when proper sewage disposal is provided as explained in paragraph 4 of this Section. Any trailers used on properties during the summer should be removed prior to the onset of winter.

2. Lot Ownership : No owner of a lot in the Association shall subdivide said lot.

Though the Association may admit as members thereto the several owners of a single lot, said owners shall be entitled to jointly cast but one vote on any association matter on which members are entitled to vote.

For lots having joint owners, one owner shall be designated by the joint owners as the principal contact and authorized designee for all official business pertaining to the lot. This designee will serve as the voting delegate for said lot although a proxy may vote in the stead of this designee for any specific balloting when a written request from the designee so directs. The designee for a lot may be changed at any time by submitting a " Change of Owner Designee " form to the Association Secretary/Treasurer.

3. Excavations : Except when acting pursuant to written approval of Weber County as a result of compliance with the Hillside Development Ordinance, no change in ground level may be made on any lot in excess of four feet from existing grades without the written approval of the Board obtained prior to the commencement of work.

No rock, gravel, clay or soil shall be excavated or removed from any property for commercial purposes.

4. Sewage Disposal : All sewage and culinary waters shall be disposed of in accordance with provisions of Weber County Code. Out houses and privies on Association properties are prohibited by order of the Weber/ Morgan Health Department. Sewage and waste water disposal should be provided for by :

[a] Installation and connection to an approved septic tank and drain field: Any lavatory, toilet or water closet connected to a septic tank must be housed in a cabin, a trailer, or another enclosed structure or building as approved by the Board.

[b] Chemical toilets : These may be used during vacation periods or during the construction of a cabin.

They may be housed in a trailer, an approved enclosed structure, or in self contained units, all of which shall be removed from Association properties for disposal in approved dumping stations.

5. Offensive Activities : No noxious or offensive activities shall be carried on upon any lot or common area of Association properties by lot owners or their guests, which may become an annoyance or nuisance to occupants of other lots or to other members of the Association or their guests. Common courtesy and respect for the rights of others is expected from all association members and their guests.

6. Garbage and refuse disposal : No lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers placed and kept so as not to be visible from any street or adjacent lot. Such garbage and refuse shall be safely transported off the mountain and disposed of by the owner in a legal dumping facility.

7. Reservations, Easements and Rights of Way : Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plats over the rear, side and front of each lot as so specified. Within these easements, no structure, planting or other material shall be used or permitted to remain which may damage or interfere with the installation or maintenance of utilities such as electric power, gas, water and other public utilities. There is reserved the right to construct, maintain and operate along, upon and across all streets, roadways and common areas of all Association properties.

8. Owners Responsibility : It is the responsibility of lot owners to inform all family members and guests regarding Sunridge Association covenants, rules or policies and oversee compliance therewith. Failure to do so may result in loss of privileges, fines or other disciplinary action as explained in Section B paragraph 2.

SECTION D : COMMON AREAS.

1. Use : All common areas shall be for the use and enjoyment of Association members and their guests, subject to the restrictions of Weber County placed upon common areas as well as rules and regulations of the Association.

The Board shall have the right to make and enforce rules governing the use of common areas. It may place reasonable limitations on the number of persons privileged to use said common areas for hunting and other purposes.

2. Ownership : The common areas are jointly owned by all property owners of the Association. The right of use shall be by right of membership in the Association.

No lot owner shall have the right to partition, excavate, lay claim to, or use any part or parcel of said common areas for any private purpose unless the Board has by vote ruled in favor of a reasonable exception.

3. Liens : The common areas shall not be subject to any lien for Association indebtedness, except those enforced by law, unless approved by three quarters of the authorized voting members in a special election called for that purpose. The procedures for conducting such an election would be the same as those outlined in section A.

4. Removal of soil, trees, etc. : No soil, rocks, gravel, trees, shrubbery or wood shall be removed from or placed upon any common area without the written consent of the Board first obtained.

SECTION E : BUILDINGS.

1. Specifications : No one story buildings shall be constructed on lots with a fully enclosed floor area of less than seven hundred [700] square feet, exclusive of carport, garage and open porches. No two-story buildings, or higher, shall be constructed with a fully enclosed first floor area of less than five hundred [500] square feet. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than six hundred [600] square feet. The above requirements may be modified by the Board, when in its judgment the aesthetic and property values in the area will be maintained even though the structures size is smaller.

2. Setback requirements : No structure or any part thereof [including garages, porches, sheds, corrals or the like] shall be erected on any lot closer to any property line [front, sides and rear] than 25 feet for Sunridge Subdivisions 2 and 3; or closer than 50 feet for Sunridge Highlands Areas 1 through 11. Notwithstanding anything to the contrary herein, the Board shall have the right to permit reasonable modifications of the setback requirements where strict enforcement would work a hardship. Where one and one-half or two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners

3. Time for completion of structures : Once construction has been authorized by the board or improvements have been started on any lot, it is expected that steady progress will be shown toward completion of the project. Ordinarily improvements should be substantially completed in accordance with authorized plans and specifications within three years from the date of commencement.

SECTION F : APPROVALS AND COMPLIANCE.

1. Approval : For purposes of insuring high standards of development, the Board reserves the right to control the buildings, structures, and other improvements placed on each lot. The Board also reserves the right to approve or refuse to grant approval of plans and specifications presented to them based on any grounds they deem proper. The Board may make exceptions to these reservations and restrictions as it shall deem necessary and proper.

All plans and specifications for any structure or improvement to be erected on or moved upon any lot shall require the approval in writing of the Architectural Approvals Committee before any such work is commenced. Any later changes or additions after initial approval shall also require such written approval. If the Architectural Approvals Committee fails to function, then approval must come from the Board.

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2. Failure to act : If the Architectural Approvals Committee or the Board fails to act upon a proper written submittal for approval of plans and specifications within sixty [60] days then construction may proceed providing that no building or other structure shall be erected which violates any of the covenants herein contained.

3. Weber County regulations : Notwithstanding the provisions of this document, the rules and regulations of Weber County or any other governing body or agency exercising authority over said property, will not be modified and shall take precedence over these covenants. All property owners and users are personally responsible to know and comply with all said laws, rules, regulations and ordinances.

4. Violations : For a violation or breach of any of these Reservations and Restrictions the Board shall have the right to proceed at law or in equity to compel a compliance. The Board shall also have the right to enter upon any Association property to monitor or inspect. Whenever a condition exists which may be in violation of these covenants and restrictions, the Board shall provide written notice of the violation to the property owner. This shall be delivered in person or by certified mail. Said notification shall allow thirty days to abate, remove or seek Board approval of the noted violation. If the property owner then fails to comply, the Board may summarily abate or remove the same at the expense of the owner. If cost of such removal is not promptly paid [within thirty days] then such expense shall become a lien upon the property until paid. Any such entry and abatement shall not be deemed a trespass . The failure to promptly enforce these covenants shall not bar their later enforcement.

Should the owner fail, neglect or refuse to discharge any lien, the Board shall have the right of interest on such liens at the rate of eighteen per cent [18%] per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

The Board shall have the right to deny issue of keys to any owners found in violation of these covenants as well as to those failing to pay their annual assessments.

SECTION G : ANIMALS.

1. Limitations : No animals or livestock, except horses and usual household pets shall be kept or maintained upon any lot.

2. Control : The housing, kenneling, corralling and tethering of animals upon a lot shall be subject to the setback requirements as defined in Section E, paragraph 2.

Dogs and horses unless accompanied by an owner or authorized guest should be confined to the owners lot, they should not be allowed to roam onto others lots and thereby become a public nuisance. Dogs or other animals which could be a danger to other owners or their guests must be strictly controlled and confined.

Keeping of animals upon any Sunridge Association property for commercial purposes is prohibited.

SECTION H : OPERATION OF VEHICLES.

All vehicles operated on Association properties shall be maintained in accordance with State law so as not to create a danger to operators or others, become a nuisance, nor emit unreasonable smoke or noise. Vehicles, [especially ATV, motorcycles or other off road vehicles] shall be operated only on properly defined roads and rights of ways and not in any manner which will cause damage or harm to the natural environment or landscape. Posted speed limits must be observed by operators of all vehicles, and protective headgear worn by all persons as required by State law. The Board shall be empowered to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent lot owners from the proper enjoyment of their property.

SECTION I : MISCELLANEOUS PROVISIONS.

1. Walls or fences : No wall or fence of any kind shall be constructed on any lot until after the height, type, design and location shall have been approved by the Board. No fence shall be approved unless constructed substantially of natural wood [no barbed wire or chain link fences will be allowed] and constructed in such a way and in such a location on the lot so as to minimize any detrimental effect it may have on the natural mountainous setting of the area.

2. **Unightly lots :** No stripped-down, partially wrecked , or junked motor vehicles or sizable parts thereof, shall be permitted to be parked or maintained on any street, common area or lot. No trucks, or commercial type vehicle shall be stored or parked for any extended period of time on streets, roads, or Association properties.

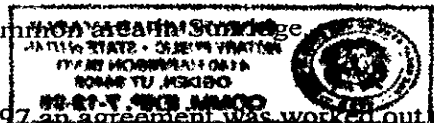
hs) No unsightly growths, refuse piles or unsightly objects shall be permitted to remain on any lot. If not removed by the owner within thirty [30] days of written notification then such can be considered a detrimental condition and be removed or abated by official action as explained in Section F, paragraph 4.

3. **Firearms and hunting :** The use of firearms in the lot areas or shooting into the lot areas is prohibited. Hunting and firearms use shall be permitted in the common areas away from private lots except where specifically limited for the common good.

SECTION J : FIRE PRECAUTIONS .

Extreme caution must be exercised in the handling of fire. Open fires should be utilized with great care as permitted under Weber Fire District and Forest Service restrictions or guidelines. When warranted, the Board shall have the right to declare emergency precautions regarding the use of fires, and may set up fines and penalties for violation thereof. General fire suppressive requirements for lots and buildings shall be:

1. All vegetation removed during construction will be disposed of by chipping, burial, or removal.
2. Wood from cabin, shed, garage, fence or other such construction may be burned for heat or cooking purposes.
3. Combustible trash, rubbish and non-wood building materials shall be removed from lots and disposed of in approved County dumping areas.
4. One exterior freeze proof water tap shall be provided at each lot, far enough from the dwelling to permit hose protection to all sides and the roof of any dwelling .
5. The use of any kind of fireworks is prohibited on any lot or common area.



11: **SECTION K : VISTA.**

1. **Agreement and covenant to share costs :** In December of 1997, an agreement was worked out and signed between the Sunridge Association and Vista. This agreement allows free access to Vista members and guests to use the gates and main access road to the Vista property. It also provides that Vista members meet their financial obligation to pay the fair share of costs on road maintenance, gates, management and security.

2. **Rules and regulations :** By signed agreement Vista members are obligated to observe the same rules and regulations on use of gates, roads and traffic as are the members of the Association.

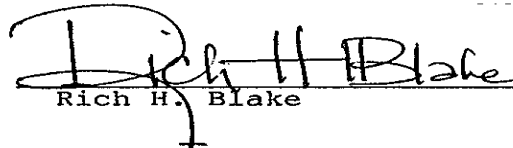
Vista members who do not own property in the Sunridge Association as well as their guests are to confine their travel and use to the main access road [Middle Fork Drive]. Use of other subdivision roads as well as the common areas should not be used or accessed by non Sunridge lot owners of Vista.. Many owners of Vista also own lots in the Sunridge Association and therefore have full rights and privileges as accorded to all other Sunridge Association members.

3. **Easements to service the springs :** By recorded easement Association officers and their representatives, have rights to service the springs in the Left Hand of the Middle Fork and at the top of Jack's Canyon. This will allow for maintenance of water sources, equipment and water lines providing water to the various subdivisions of the Association.

4. **Easements to access federal and state lands :** Sunridge Association members and guests have complete and free right of access across Vista property by way of a recorded twenty foot right of way easement through the Narrows on the Right Hand of the Middle Fork, to access all Federal and State lands below the Narrows. Additional easements including those in the Left Hand of the Middle Fork are also recorded. Vista owners have agreed to not interfere with such rights. Sunridge Association members should honor posted boundaries and respect the property rights of Vista Owners.

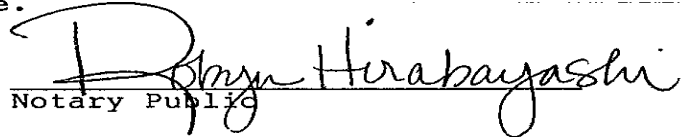
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In Witness whereof, I have set my hand and seal this 8th day
of February, 1999.


Rich H. Blake

State of Utah
County of Weber

On this 8th day of February, 1999, before me Robyn Hirabayashi, a
notary public, personally appeared Rich H. Blake, personally known to
me to be the person whose name is subscribed to this instrument,
and acknowledged that he executed the same.


Notary Public

