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Alpine, UT 84004

ENT 128862:2004 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Nov 15 4:27 pm FEE 22.00 BY SW
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ELECTRONICALLY RECORDED

**Falcon Ridge Subdivision PRD
Plat "A"**

Protective Covenants and Building Restrictions

I, the undersigned owner of the following described real property in the County of Utah, State of Utah described as: *Lots 1 through 5, plat "A", Falcon Ridge Subdivision, a Planned Residential Development, according to the official plat of record filed in the office of the Utah County Recorder's office*, have deemed it desirable to provide a general plan for the Development of all the development of all the property described herein and the establishment of covenants upon said real property for the purpose for enhancing and protecting the value and attractiveness of said tract.

Title to all of the lots of the subdivision may be sold only subject to these protective covenants, conditions and restriction as set forth below.

These covenants, conditions, and restrictions shall with the said real property and shall be binding to all parties having acquiring any right, title or interest in the described real property of 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 purpose. No building shall be erected altered and permitted to remain on any lot other than the one (1) single family dwelling, except as noted for "outbuilding," and dwellings as allowed by Alpine Zoning Ordinances. Every single family dwelling shall have a minimum area above the ground of Two-Thousand Five-hundred feet (2,500) square feet, for a single level residence and Two-Thousand feet (2,000) square feet for the main floor and Eight-Hundred (800) square feet for the second floor of a multi-level residence. Every single family dwelling shall have a minimum square footage equal to main floor square footage. All construction shall be of new materials except for approved "Used Brick."

Section 2. Temporary Structures. No trailer, basement, shack or other out building shall be placed upon or used at any time within said subdivision as 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.

Section 4. Architectural Guidelines. The following architectural guidelines shall apply to all lots in *Falcon Ridge Subdivision*;

1. **Exterior.** Dwellings 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 amounts of woods as materials. The use of unpainted concrete or block and painted or unpainted metal siding is prohibited on exterior surfaces.
 - b.
 - c. Soffit and fascia materials may be aluminum or vinyl.
 - d. Both a&b are subject to Architectural Control Committee approval.

2. **Material for Roofs and Pitch.** Roofing material shall be tile or shake: however, a high-grade of architectural type asphalt roofing (minimum 25-year guarantee) may be permitted with Architectural Control Committee approval. All roofs shall have a 6/12 pitch or greater.

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 Architectural Control Committee, if said buildings:
 - a. Meet all applicable zoning with respect to size or location, other requirements, including the avoidance of record easements;
 - b. Conform in design and materials with the primary residential home on the lot; and,
 2. Shall only be one story.

4. **Garages.** Every dwelling must have a minimum of a three-car garage.

5. **Fences.** All fences shall be submitted to the Architectural Control 5.5 Committee for approval. Under no circumstances will wood or any 'chain link' fencing of any type, or brand, be allowed to be constructed on, any property within the *Falcon Ridge Subdivision* except that green chain-link fencing for the purpose of tennis courts may be permitted as hereinafter set forth.

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. **Storage.** No storage of old cars or other items outside of an enclosed structure.

8. **Parking on Public Streets.** Overnight parking on a public road shall be permitted as per Alpine City Ordinance.

Article: II
Architectural Control Committee

Section 1. Duties of the Architectural Control Committee. Duties of the Architectural Control Committee (hereinafter the "Committee"), consisting of two (2) members hereby created, and the undersigned may fill vacancies in the Committee and remove members at will. 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 development of the entire subdivision. The Committee shall review all plans or specifications, restrictions and general plans of the undersigned, and of the Committee for the improvement and development of the entire subdivision. The Committee shall review all plans or specifications for structures to be erected on lots, including but not limited to the type of materials, colors, etc. A color selection board, three sets of wet stamped plans, including plot plan shall be submitted to the Committee. The Committee shall review said plans and notifications of plans shall be made in writing and returned within 48 hours to the person submitting said plans. Plans shall be submitted and approved before they are submitted to Alpine City. The Committee has the authority and is empowered to change or waive any restriction or conditions of this Declaration, even if it is contrary to the covenants, restrictions or conditions of this Declaration. The Committee may act by any two (2) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two (2) members.

Section 2. Enforcement. The Architectural Control Committee or any owner shall have the right to enforce by proceedings at law or in equity all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration or any Amendment thereto, including the affected lot owner 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.

Section 3. Indemnification of Committee Members. The Architectural Control Committee shall be indemnified for any omission, commission, etc. on any and all action that they take in the enforcement or non-enforcement of these Restrictions.

Section 4. Committee Appointment and Composition. The Committee shall originally consist of two members. The Committee shall be S. Taylor Smith and Skylor W. Smith.

Article: III Violations and Power of Enforcement

Section 1: The committee Members. Enforcement shall be accomplished by any lawful means, including proceedings at law or in equity against a person or persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the committee to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision(s) of this Declaration shall be liable to the prevailing party for the prevailing party's legal cost and expenses, including a reasonable attorney's fee. If after fourteen (14) day's written notice, an Owner fails to remedy a violation (the "Defaulting Lot Owner"), another Owner and/or the Committee may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Defaulting Lot Owner in which event such be deemed a special assessment to such Defaulting Lot Owner and shall attach as a lien to the Defaulting Lot Owner's Lot, and shall be accordance with the collection by the assessment lien procedure provided in Article III , section 2. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

Section 2: Lien and collection of Assessments. All sums assessed to an Owner pursuant to this Declaration, together with interest thereon at the legal rate of interest from the date of assessment until paid, before or after judgment, shall be secured by a lien on such lot and the improvements thereon, in favor of the Committee. To evidence a lien for sums assessed pursuant to this Declaration, the Committee shall prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the owners of the Lot, and a description for the Lot. Such notice shall be signed by a duly authorized representative of the Committee and shall be recorded in the Office of the County Recorder of Utah County, state of Utah. Such lien may be enforced by sale or foreclosure of the Lot encumbered by the lien at a foreclosure sale conducted by the Committee and generally in accordance with the provisions of mortgage or in any manner permitted by Utah law. In any such sale or foreclosure, the Owner shall pay reasonable attorney's fee and courts, and such and expenses shall be secured by the lien herein provided whether or not same shall be specifically set forth therein.

Section 3. Additional Enforcement. Additionally, and after reasonable notice in writing, an Owner not at the time in default hereunder, the Committee, or the Declarant, shall have the option of bringing an action for damages, specific performance, or injunctive relief against any defaulting Owner, and in addition may sue to have enjoined any violation of this declaration. Any judgment shall include an award of the legal costs and expenses, including a reasonable attorney's fee, entered against the losing party and in favor of the prevailing party. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. Suit to recover a money judgment may be maintained without foreclosure of waiving the lien securing the same.

Section 4. Right of Entry. The Committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of taking whatever corrective action it deems necessary or proper. Nothing in this Section or Article shall in any manner limit to right of the Owner to exclusive control over the interior of his or her residence.

Section 5: Committee Authority. The Committee shall have the right to enforce any applicable provision hereof in the same manner provided to the Committee.

Article: IV
General Provisions

Section 1: Animals. Domestic animals may be maintained by the Lot owners, provided, that all animals must be contained in a containment area on the owners' Property with the proper fencing and that such contained areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. The species and number of each species must be approved by the Committee, and furthermore, no animals shall be maintained in areas closer than fifty (50) feet to any Residence built on an adjoining Lot. Commercial raising of animals or pets will not be permitted, except with the specific permission of the Committee in writing.

Owner shall be responsible for all damage or loss incurred by other Lot Owners or their invitee caused by animals they own. Owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of the containment area. The enclosure constituting the containment areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. In no case may any household pet or other animal kept at or around the Residence be allowed to create a nuisance for neighboring Lot owner due to noise, or otherwise.

Section 2: Landscaping. All lots must be fully landscaped from curb including parking strip to rear lines of house. To be completed with one (1) year of occupancy. Rear yards to be completed with two (2) years of occupancy.

Section 3: 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 agree to all restrictions, conditions, covenants, and agreements set forth herein.

Section 4: Duration. This Declaration shall continue in full force and effect for a period of forty (40) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years.

Section 5: Severability: Invalidation of any portion of this Declaration shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 6: Covenants Shall Run With the Land. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on for the benefit of all the property and all parties having acquiring any right, title or interest the Property or any part thereof and shall inure to the benefit of each owner and are imposed upon the Property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

Section 7: paragraph Headings. The heading which precede the paragraphs and sub paragraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed.

Section 8: Foreclosure. Should any mortgage be foreclosed on the property, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner of owners of such Property, shall be subjected to and bound by all the restrictions enumerated herein.

Dated this 6 day of NOV., 2004

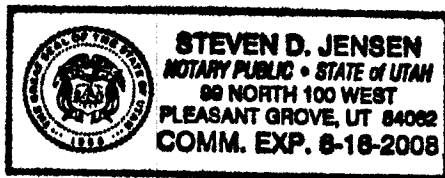
Lakeview Ridge, L.L.C.

S. Taylor Smith MGR.

By: S. Taylor Smith, Manager.
Lakeview Ridge, L.L.C.

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

On the 6 day of November, 2004, personally appeared before me S. Taylor Smith, Manger of *Lakeview Ridge, L.L.C.*, who being duly sworn, says that he has executed the above and forgoing instruments on behalf of said entity and that said instrument has been signed on behalf of said entity by authority of their operating agreements or bylaws and he acknowledged to me that said entity executed the same.



[Signature]

Notary Public