

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PORTIONS OF SPANISH VISTA SUBDIVISION PLATS "F" AND "G"  
SPANISH FORK, UTAH COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PORTIONS OF SPANISH VISTA SUBDIVISION PLATS F AND G is made this 7th day of November, 2006 (this "Declaration"), by Alpine Homes, Inc, Utah Corporation, whose principal address is 13997 Minuteman Drive Suite 225 Draper, Utah 84020,(hereafter "Declarant.")

**RECITALS:**

A. Declarant is fee title owner of the final described real property (the "Property") located in Spanish Fork, Utah County; Utah, and more particularly described on Exhibit A, attached hereto and made a part hereof.

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Lots within the Property subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Property.

**DECLARATION:**

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 this Declaration, all of which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots, by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the 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 inure to the benefit of all other Lots in the Subdivision to be located on the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration:

- (1) installation and completion of the Subdivision Improvements;

- (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office;
- (3) assignment of Declarant's rights under this Declaration in whole or in part to one or more persons intending to construct homes within the Subdivision;
- (4) construction of any improvements, including homes, by Declarant as approved by the City;
- (5) access over any Lot for the installation of improvements; and
- (6) installation and maintenance of signs incidental to sales or construction which are in compliance with the applicable city ordinances.

## COVENANTS, CONDITIONS AND RESTRICTIONS:

### ARTICLE I

#### DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

**"Additional Improvements"** shall mean Improvements other than those constructed by Declarant.

**"Architectural Guidelines"** are those requirements and guidelines set forth in Article III of this Declaration.

**"Committee"** shall mean the architectural committee created under Article II of this Declaration.

**"City"** shall mean the City of Spanish Fork, Utah, and its appropriate departments, officials, and boards.

**"Declarant"** shall mean and refer to Alpine Homes and any successor in the ownership of Lots where ownership is conveyed in connection with a total or limited assignment and assumption of Declarant's rights and obligations under this Declaration.

**"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

**"Dwelling"** shall mean the single family residence built or to be built on any Lot, including the attached garage.

**"Family"** shall mean the one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

**“Improvement”** shall mean all structures and appurtenances of every type and land, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

**“Lot”** shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

**“Owner”** shall mean the person or persons having title to any Lot. Lot Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

**“Person”** shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

**“Plat”** shall mean an official ownership plat of any phase of the Spanish Vista Subdivision as approved by the City and recorded in the office of the Utah County Recorder, and as it may be amended from time to time.

**“Subdivision”** shall mean the Lots described on Exhibit A attached hereto.

**“Subdivision Improvements”** shall mean all subdivision improvements to be installed within the Subdivision, including outside of the boundaries of Lots, within easements as identified on the Plats, and within the Lots that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of the City or other governmental agencies to the approval of the Subdivision or any Plat thereof.

## ARTICLE II

### ARCHITECTURAL COMMITTEE

2.0 It is the intention and purpose of these covenants, conditions and restrictions to allow the Architectural Committee(the “Committee”) to:

- (1) enforce the architectural requirements as established by the City and Declarant in Articles III and IV of this Declaration and
- (2) to impose construction rules on construction other than that performed by Declarant. Any additional architectural standards adopted by the Committee shall be consistent with the Architectural Guidelines. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to develop and enforce the Architectural Guidelines.

2.1 Architectural Committee Created. The Committee will initially consist of up to three people appointed by the Declarant who need not to be Owners. The Committee shall use its enforcement powers to ensure that the Committee's actions result in buildings which are consistent with the Architectural Guidelines. Members of the Committee will designate a chairman from one of its members. At the time 100% of the Lots are sold to persons other than the Declarant, the members of the Committee will be elected by the Owners, and all Committee members shall be Owners.

2.2 Approval by Committee Required. Except for Declarant, no Owner shall construct, erect or install Additional Improvements of any kind, including without limitation the construction of any dwelling, garage, out-building, parking area, driveway, or other hard surfaced area in excess of 200 square feet, swimming pools, outdoor hot tubs or spas, walls, patio structures, gazebos, poles, solar panels, or any other permanent structure in the Subdivision without the prior consent of the Committee. Approval of the Committee will be sought in the following manner:

- (a) Plans Submitted. Plans for the construction of any Additional Improvements must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of a Dwelling (where applicable) and all other structures to be built with it; detailed drawings of all elevations of all proposed buildings showing locations of windows, doors, roof pitches, decks, and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color driveways, walkways, patio decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or more modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.
- (b) Review Fee. The applicant will pay a review fee to be Committee in an amount necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Committee. The initial review shall be \$25.00 for each plan submitted, including construction that makes no structural changes. In addition, the Committee may assess a fee for the professional review of the plans in accordance with the provisions of 4.4 below. The primary purpose of the fees is to pay for the Committees expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the chairman of the Committee considers the submission complete.

- (c) Review. Within thirty (30) days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration and the standards developed by the Committee. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans without fee, and make its comments known to the Owner; provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.
- (d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The Committee will also provide evidence of this approval for the City if requested by the Owners.
- (e) Failure to Act. If the Committee has not approved or rejected any proper submission within said thirty (30) days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

2.3 Variations. Variations to the Architectural Guidelines contained in this Declaration may be granted by the Committee when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. Each such variance must be approved in writing signed by a majority of the Committee. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variations. The Committee shall not delegate to any single member or group of members to any other person the power to grant variations pursuant to this Section 2.3. No variance shall be granted if that variance has the effect of modifying applicable City zoning, building code regulations, or the City approvals associated with this project. Any request for variance, must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the Committee within 30 business days after the Association's receipt of a written request for same. The Committee shall provide written notification of approval or disapproval. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval. In the event that the Committee shall fail to act within the 30-day period, the requested variance shall be

deemed disapproved, and within 15 days from said date the Committee shall provide written notification of the reasons for such disapproval.

2.4 Costs of Professional Review. The Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Additional Improvements on a case-by-case basis or may elect to require the review of a design professional for every application. All costs of such additional review will be paid by the Applicant; provided, however, that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer and the estimated cost of that review. The costs of such review must be paid by the applicant prior to the commencement of any review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and all Owners and the applicant for himself and his successors and assigns, waive any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances.

2.5 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the Architectural Guidelines and this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive and well designed community.

2.6 Declarant and Committee not Liable. The Declarant and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration.

2.7 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority to review any Improvements to be constructed by the Declarant. The Committee shall have no authority over any Improvements by the Declarant, the enforcement building codes, zoning ordinances, the Plat or other statutes, 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 any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

2.8 City Approval. The powers and approvals of the Committee shall be subject to the powers and necessary approvals of the City.

2.9 Construction Rules. Other than construction performed by the Declarant, the Committee may impose reasonable rules to minimize the inconvenience to adjoining Owners during the period of construction.

### **ARTICLE III**

#### **ARCHITECTURAL GUIDELINES**

3. The following architectural guidelines (the "Architectural Guidelines") shall apply to all homes constituted on the Property and shall be reviewed for compliance by the Committee.

3.1 Exterior Design Requirements. The following exterior design requirements shall apply to all homes developed on the Property.

(a) Exterior Elevations. The frequency or replication of exterior elevations shall be governed by the City ordinances. Variations in the use of material, roof design, and window treatments are encouraged.

(b) Additional Improvements. Additional Improvements shall be consistent and harmonious with the existing improvements on the respective Lot.

(c) Garages. A minimum two (2) car garage is required on all homes. Three (3) car garages are allowed where the Lot size allows.

(d) Colors. Exterior colors must be approved by the Committee.

3.2 Exterior Materials. Exterior materials shall be limited to those materials approved by the City.

### **ARTICLE IV**

#### **RESTRICTIONS ON ALL LOTS**

4.0 The following restrictions on use apply to all Lots within the Subdivision.

4.1 Zoning Regulations. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

4.2 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

4.3 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use; provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household, or is inconsistent with City ordinances. No retail sales of any kind may be made in the Subdivision.

4.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating the lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed three square feet. The Declarant may erect any type or size of signs within the Subdivision in accordance with City sign regulations during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information. Political signs are allowed up to 30 days prior to an election, but must be removed promptly following the election.

4.5 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of the City.

4.6 Antennas. Pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices Rule (47 C.F.R. & 1.4000) (the "OTARD Rule"), which limits restrictions that may be imposed on the placement of certain antennas and satellite dishes. The OTARD Rule generally prohibits restrictions on certain antennas and satellite dishes that (a) unreasonably delay or prevent installation, maintenance or use; (b) unreasonably increase the cost of installation, maintenance or use; or (c) preclude reception of an acceptable quality signal. However, the OTARD Rule does not apply to rules restricting the installation, maintenance or use of certain antennas and satellite dishes within the easements and rights of way of a project. Therefore, an Owner or Occupant is prohibited from installing any antenna or satellite dish, including, without limitation, an antenna for amateur ("HAM") radio, citizens band ("CB") radio, and digital audio radio services ("DARS") signals within any easement or rights of way within the Subdivision except as described below. With regard to the antennas designed to receive television broadcast signals, video programming or fixed wireless signals and satellite dishes that are one-half meter or less in diameter or diagonal measurement and designed to receive direct broadcast satellite service (each, a "Permitted Device"), each Owner or Occupant shall use his or her best efforts to (1) install such Permitted Devices in the garage or other



interior space of the Dwelling so as not to be visible from outside the Dwelling; (2) not install a Permitted Device on the top of a roof of a Dwelling or garage; and (3) attach or mount such Permitted Devices to the back of the Dwelling or some other location within the Lot, which is the least visible from the front of the building. Other than the Permitted Devices, no antennas or satellite dishes may be located on the Lot. In the event this provision is inconsistent with any state or federal law, such state or federal law will supersede this provision.

4.7 Solar Panels. Solar panels will be permitted only with the consent and approval of the 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. Any other objects will require prior written approval of the Committee.

4.8 No Used or Temporary Structures. Except for Declarant as provided in this Declaration, no previously erected, used, or temporary structure, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

4.9 Number of Dwellings. Only one Dwelling may be constructed on any Lot. No other outbuilding or habitable structure may be permitted on any Lot.

4.10 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

4.11 No Other Construction. No Additional Improvements, including but not limited to garages, storage units, or other out buildings, may be made to any Lot without the prior approval of the Committee.

4.12 Animals. No animals other than (not to exceed three) ordinary household pets may be kept on any Lot unless permitted by City ordinance. Each Owner shall be responsible for preventing pets from entering Lots held by other Owners. All pets are to be leashed and under the control of the Owner at all times while in common areas of the community. Owners are required to clean up immediately after their pet.

4.13 Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

4.14 Service Yards. There shall be no service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.

4.15 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his lot or the Improvements on it to fall into despair.

4.16 No Noxious or Offensive Activity. 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.

4.17 No Hazardous Activity. 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).

4.18 No Unsightliness. No unsightliness is permitted on any Lot. Examples of unsightliness shall mean inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and household refuse or garbage except as stored in tight containers in an enclosure such as a garage.

4.19 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

4.20 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lot, except for security or firearms.

4.21 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system.

4.22 No Fuel Storage. No fuel oil gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

4.23 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

4.24 Vehicles Restricted to Roadways. Except for Declarant to perform its construction, no motor vehicle will be operated within the Subdivision except on improved roads and driveways.

4.25 Kennels. No kennels or dog run may be placed closer than 20 feet to any Dwelling. No wire fence shall be allowed which is unscreened from the view of adjoining Lots.

4.26 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval Ownership. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration and shall require tenants to abide by the terms of the Declaration.

4.27 Fences. All fences shall be no more than 6 feet in height and constructed of cedar, redwood, vinyl, masonry, or iron fencing material. All other materials shall require approval in writing by the Committee. Chain link fences will not be allowed except in cases where adjacent property owners request specifically, or where specifically required by the City. No perimeter fencing installed by Declarant shall be altered in any way.

4.28 No Re-Subdivision. No Lot may re-subdivided without the consent of the City and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision. All re-subdivision activity shall comply with state code.

4.29 Landscaping. Owners shall be encouraged to utilize landscaping designs which incorporate drought tolerant plant material and result in lower overall water usage. Each Owner shall be responsible for installation of landscaping on his Lot within twelve (12) months of initial occupancy of any dwelling, or as may be required by the City.

4.30 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. All new plantings of any such tree shall be at least one and one half inch (1.5") caliper.

4.31 Parking, RV/Automobiles, Boats, trailers, vehicles larger than a standard pick-up, tractors, campers, recreational vehicles, or motorcycles, when not in actual use, shall be kept in a screened or hard paved area in a side-yard adjacent to the dwelling. No parking shall be permitted for these vehicle types within the public right-of-way. All automobiles shall be parked in their respective garages, or on the driveways leading to the garage.

## ARTICLE V

### OWNERS' MAINTENANCE OBLIGATIONS

5. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

5.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

5.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in paint color or siding or trim materials will be made without the advance consent of the Committee.

5.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss. Nothing in this Declaration is intending to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 120 days without repairs commencing, and any damaged structure which does remain un-repaired after 120 days following the occurrence of damage is deemed a nuisance.

## ARTICLE VI

### GENERAL PROVISIONS

6. The covenants, conditions, and restrictions contained in the Declaration may be enforced, as follows:

6.1 Violation Deemed a Nuisance. Any violation of these covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other Owner.

6.2 Remedies.

- (a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement including attorney fees and costs of court.

- (b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.
- (c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

6.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

6.4 Limited Liability. Declarant, the Association, and the Committee and their individual members shall not have personal liability to any other Owner for actions or inactions taken under this Declaration, provided then any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

6.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 67% of the Owners of the Lots and with the consent of the Declarant (so long as Declarant remains an owner of any Lot). Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless such holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest shall be effective without the written consent of the Declarant.

6.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interesting any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

6.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not; provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

6.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform development within the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

6.9 Each owner has the right to enforce these covenants against every other Owner, and may seek independent redress against any other Owner for violation of any covenant.

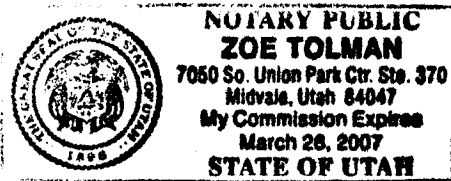
ALPINE HOMES, INC.,  
a Utah corporation,

By: [Signature]  
Vice President/General Manager

State of Utah            )  
                                  )  
County of Salt Lake)        ss.

I certify that I know or have satisfactory evidence that November 7, 2006 is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President/General Manager of Alpine Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal Or Stamp)



Dated: November 7, 2006

[Signature]  
Notary Public in and for the State of Utah  
Residing at: Midvale, Utah  
Printed Name: Zoe Tolman  
My Appointment Expires 3/26/07