

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS**

**PHEASANT RIDGE ESTATES**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this 4<sup>th</sup> day of March, 2004 by Sundance Homes LLC, a Utah limited liability corporation ( hereinafter "Declarant"), whose project is known as Pheasant Ridge Estates.

**Lot 1-15 Pheasant Ridge Estates**

Title to all of the above mentioned lots may be sold only to these protective covenants.

**Article I  
Architectural Control**

**1.01 Architectural Review Committee ( hereinafter "ARC").** For the purpose of insuring the development of this subdivision as a residential area of high standards, an Architectural Review Committee is to be established with three members who initially will be appointed by the Declarant. The owner of each lot is to secure the written approval of the ARC before starting construction of a residence, building, fence or other structure on each lot. Each such building, fence or other structure shall be placed on the lot only in accordance with the approval plans, specifications and plot plans.

**1.02 Approvals or Denials.** The ARC has the right to approve the design, plan, color, and building material of each home to be built in the Subdivision. The ARC has the right to refuse any design, plan or color for improvements, construction or alterations for any reason. The ARC also has the right to approve or deny any features or elements embodied in the plans and specifications. This is to maintain desirability and suitability of all structures.

**1.03 Building Type.** No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling. Every dwelling shall have a minimum area above ground of two-thousand six hundred (2600) square feet for a single level residence and four thousand (4000) square feet above ground for a two story or a multi level home. No dwelling is to exceed two (2) stories in height.

**1.04 Temporary Structures.** No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

**1.05 Easements.** Easements and rights of way are hereby reserved to the Declarant, its successors and assigns, in and over the real property within the Subdivision subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water telephone services, sewage, cable T.V, and other things for convenience to the owners of lots in the Subdivision, including but not limited to, those shown on the Plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell all lots owned by the Declarant therein.

**1.06 Front yard requirements.** The minimum depth of the front yard for dwellings and for private garages shall be forty feet (40) from the back side of the curb. All other setback requirements to meet Alpine City ordinances.

**1.07 Garages, driveways, and fences.**

- (1) Every dwelling must have a minimum of three (3) car garage.
- (2) Driveways for dwellings must be hard surface, concrete or asphalt.
- (3) Fences shall be approved by the architectural committee before construction.

**1.08 Architectural guidelines.**

(1) **Harmony in building.** The exterior material of all dwellings shall be either brick, stone, stucco and cast stone. At least 70% of the front of the home must be brick or stone. At least 25% of the sides and rear of the home must be brick or stone. Attractive quality siding materials will be considered by the ARC as a partial alternative to stucco on a case by case basis. The Architectural Review Committee recommends roof pitches of 6/12 or higher using attractive architectural roofing materials with a 30 year durability guarantee.

- (2) Any outbuilding must be of the same material and architecture as the home.

**1.09 Change in Grade.** The surface grade or elevation of the various lots in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such lot to other lots in the Subdivision, or which would result in materially obstructing the view from any other lot in the Subdivision.

**1.10 Utilities.** All electric, television, cable television, telephone and other utility line installments and connections from the property line of any lot to the residence or structures thereon shall be placed underground.

## **Article II Nuisances and Related Matters**

**2.01 Animals and Pets.** All Alpine City animal ordinances must be complied with. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pets will be permitted in accordance with Alpine City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision. Horse privileges will be allowed on lots 9, 10, and 12 only.

**2.02 Storage.** No campers, boats, snow mobiles, ATV's, jet skis or other water-related-vehicles, boat-trailers, house-trailers, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailers shall be stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision. No inoperative automobile shall be placed or remain on any lot for more than five (5) days. No commercial vehicle exceeding three quarters ( $\frac{3}{4}$ ) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use.

**2.03 Drilling and Mining.** There shall be no oil drilling, mining, quarrying or related operations of any kind of permitted upon any lot.

**2.04 Rubbish.** No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats or parts thereof. Which have been in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring lots and streets.

**2.05 Installation and Maintenance of Landscaping.** The homeowner shall plant the front and rear yards and landscape the front yard of all lots, including a sprinkling system, within 90 days of receiving an occupancy permit for the home, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than June 1 of the first summer of ownership.

**2.06 Signs.** No signs or advertising structures may be erected on any lot herein except a single sign not more than 3 X 5 feet advertising a specific unit for sale, rent or construction. Developer may use any signage deemed necessary for the sale of the lots. All such signs must be removed at the time all lots in subdivision are sold.

### **Article III General Provisions**

**3.01 Enforcement.** Any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or inequity all restrictions, conditions, covenants, liens, and charges not or hereafter imposed by the provisions of the Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues of such violation.

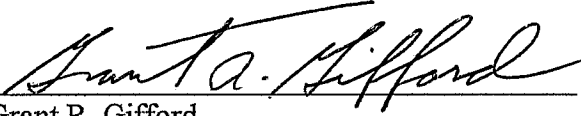
**3.02 Acceptance of Restrictions.** All purchases of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, are hereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

### **Article IV Additional Covenants**

**4.01 Declarant's Right to Amend.** The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be the most beneficial for the Subdivision, so long as it owns lots within the Subdivision.


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

In witness whereof, the undersigned have executed this instrument the day and year written.

  
Grant R. Gifford

STATE OF UTAH  
COUNTY OF UTAH

On this 4<sup>th</sup> day of March, 2004, the above personally appeared before me, as signers of the above instruments who duly acknowledged to me that the same has been executed.

  
Notary Public

RESIDING IN: 10777 N. 4800 W. Highland UT 84003

MY COMMISSION EXPIRES: 6-20-2006

