

WHEN RECORDED RETURN TO:

Alpine Ridge Limited Partnership
7070 South Union Park Center #100
Midvale, UT 84047

ENT 42742 BK 3449 PG 413
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1994 MAY 20 4:28 PM FEE 54.00
RECORDED FOR SUPERIOR TITLE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALPINE RIDGE SUBDIVISION - PHASE I

UTAH COUNTY, UTAH

THIS DECLARATION made this 10th day of May 1994,
by Alpine Ridge Limited Partnership, a Utah Limited Partnership,
hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in
the County of Utah, State of Utah, described as:

See Exhibit A attached hereto and by this
reference made a part hereof.

WHEREAS, Declarant has deemed it desirable to impose a
general plan for the improvement and development of said tract
and all of the property described herein and the adoption and
establishment of covenants, conditions and restrictions upon said
real property and each and every lot and portion thereof and upon
the use, occupancy, and enjoyment thereof, all for the purpose of
enhancing and protecting the value, desirability and
attractiveness of said tract, and

WHEREAS, Declarant has deemed it desirable for the
efficient preservation of the value, desirability and
attractiveness of said tract and any additional property which
may be annexed thereto, pursuant to the provisions of this
Declaration, to create a corporation to which should be delegated
and assigned the powers of maintaining and administering the
common area and administering and enforcing these covenants,
conditions and restrictions and collecting and disbursing funds
pursuant to the assessments and charges hereinafter created and
referred to; and

NOW, THEREFORE, Declarant hereby covenants, agrees and
declares that all of said lots and property described above and
such additions thereto as may hereafter be made pursuant to
Article II hereof shall be held, sold, and conveyed subject to
the following covenants, conditions, restrictions and easements
which are hereby declared to be for the benefit of the whole
tract and all of the property described herein and the owners
thereof, their successors and assigns. These covenants,
conditions, restrictions, and easements shall run with the said
real property and shall be binding on all parties having or
acquiring any right, title or interest in the described real
property or any part thereof and shall insure to the benefit of
each owner thereof and are imposed upon said real property and
every part thereof as a servitude in favor of each and every
parcel thereof as the dominant tenement or tenements.

ARTICLE I
DEFINITIONS

The following terms used in these covenants,
conditions, and restrictions shall be applicable to this
Declaration and also to any supplemental declaration recorded
pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the association.

Section 3. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision, with the exception of the "Common Area".

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performances of an obligation.

Section 6. "Declarant" shall mean and refer to Alpine Ridge Limited Partnership, its successors and assigns.

Section 7. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, and excluding any real property that hereafter may be withdrawn from this Subdivision pursuant to this Declaration.

Section 10. "Subdivision" or "Alpine Ridge Subdivision" shall mean the Alpine Ridge Phase I Subdivision, according to the official plat thereof recorded in the office of Utah County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

(a) Prior to the conveyance of title to any improved lots within the real property to be annexed to individual purchasers thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(b) A supplementary Declaration of Covenants, Conditions and restrictions, as described hereinafter in Section 3 of this Article describing the real property to be annexed shall be executed and recorded by Alpine Ridge Limited

Partnership, the owner of said real property or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall immediately and automatically be members of the Association.

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Section 2. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote, any owner of communal property, multiple family units and/or single family residential property and/or property for the common use of owners of such residential property who desire to add such property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3. Supplementary Declarations. The additions authorized under the foregoing sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend to the plan of this Declaration to such property.

(a) Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however shall any such Supplementary Declaration merge or purchasers thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(b) A supplementary Declaration of Covenants, Conditions and restrictions, as described hereinafter in Section 3 of this Article describing the real property to be annexed shall be executed and recorded by Alpine Ridge Limited Partnership, the owner of said real property or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall immediately and automatically be members of the Association.

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(a) Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however shall any such Supplementary Declaration merge or consolidate, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

(b) The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the association.

Section 4. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III OWNER'S ASSOCIATION AND MAINTENANCE

Section 1. Membership. Each owner of a Lot shall be deemed to be a member of the Association (hereinafter referred to as ("Member")). Memberships in the Association shall not be assignable, except to the successor in interest of the Lots, and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association membership held by any owner of a Lot shall not be transferred, pledged, or alienated in any way except upon the sale or encumbrance of said Lot, and then only to the purchaser or purchasers of said Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an owner of a Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of said Lot, upon the transfer of fee title thereto, the Association shall have the right to record the transfer on the books of the Association.

Section 2. Voting Rights. The Association shall have one class of voting membership. Members shall be all those owners as defined in Section 1 above. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one Lot. All voting rights shall be subject to the restrictions and limitations provided herein.

Section 3. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 4. Appointment of Association President The Declarant shall appoint the Association President, for a term not to exceed three (3) years. In the event of the death or resignation of the President, the Association, with the approval of the Declarant, shall appoint such member's successor.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, if any, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the association to establish uniform rules and regulations pertaining to the use of any common area including but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

(d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of any real property, which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use of the common areas or facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any portion of the properties as a common area, that it will convey fee simple title or rights-of-way to such common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then on record, including those set forth in this Declaration.

Section 5. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.

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ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Each member, by acceptance of a real estate contract or deed therefor, covenants and agrees to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, and other Association purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with any interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. In any conveyance, except to a mortgagee holding a first lien on the subject Lot, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor, and such grantee shall not be a liable for, nor shall the Lot conveyed by subject to a lien for, any unpaid assessments against the grantor in the excess of the amount set forth. No membership may transferred to a subsequent purchaser until all assessments, interest, penalties and other charges have been paid in full to the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments. In addition to the regular assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or costs incurred for any other Association purpose, provided that any such assessment shall have the assent of a majority of the Members entitled to vote at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members not less than ten (10) calendar days nor more than thirty (30) calendar days in advance of the meeting.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month

following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Association.

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Section 7. Certificate of Payment. The Association shall, upon the written request of any Lot owner or any payment of a reasonable fee not to exceed \$20, issue to the requesting person or persons, a written statement setting forth the unpaid assessments with respect to the Lot covered by the request. This written statement of indebtedness is conclusive upon the remaining Lot owners in favor of all persons who rely thereon in good faith. Unless the Association complies with the request for a statement of indebtedness within ten (10) days, all unpaid assessments which became due prior to the date of the making of such request are subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien payable with respect to the Lot and upon payment the encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his Lot.

Section 8. Except Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local government or public authority; and
- (b) The common area, if any.

ARTICLE VI
NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment, not paid within fifteen (15) days after its due date, the Association may, at its election require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at its option, bring an action at law against any person obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for the Section 1 of Article V hereof) against the Lot, and there shall be added to the amount of such assessment any late charges, interest and all costs of collecting the same, including a reasonable attorney's fee, whether incurred by filing suit or not. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity or lien foreclosure against all proper parties for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the Case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgement for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Approval by Architectural Committee. No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating, alteration of any stream, waterway, pond, or clearing, removal of shrubs or trees or landscaping on any lot within the properties be done unless a written application is submitted for approval of such improvement or improvements, together with a reasonable processing fee as determined by the Architectural Committee.

- (a) An overall view of the proposed improvement or improvements.
- (b) The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvement on said lot.
- (c) Floor plans of each floor level.
- (d) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.
- (e) Elevations.
- (f) Provision for temporary and permanent parking of vehicles in connection with use of the facility.
- (g) Design and layout of proposed sewage lines to sewer system.

(h) Proposed time schedule for construction.

(i) A survey acceptable to the Architectural Committee locating lot corners and the proposed building position.

(j) Any additional demands or requirements for culinary or irrigation water.

(k) Specifications for water conserving plumbing fixtures in compliance with Article X Section 14 herein.

Section 2. The Architectural Control Committee shall not give its consent to the proposed improvement unless, in the opinion of the Committee, the improvement is properly designed and the design, contour, materials, shapes, colors, and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms.

Section 3. The Architectural Committee shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment. The decision of the Architectural committee shall be final, binding and conclusive on all of the parties affected. At no time will the Architectural Committee unreasonably restrict or refuse any proposed improvement.

Section 4. Declarant reserves the right to change at any time the bounds an area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state, and/or federal regulations controlling this Subdivision.

Section 5. Non-Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 6. Professional Assistance. If at any time the Architectural Committee shall determine that it would be in the best interest of the members and owners of the Alpine Ridge Subdivision for such owner to employ professional assistance, to design any improvement involved int he proposed work, the Architectural Committee shall inform such owner in writing of its determination, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Committee shall determine.

Section 7. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

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Section 8. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion adopt, amend, and repeal by unanimous vote, rules and regulations to be known as "Architectural Committee Rules" which, among other things interpret or implement the provisions of Section 1 to be applied to all improvements occurring or commencing after such adoption, amendment, or repeal. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee, shall be available from the Architectural Committee.

Section 9. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of eighteen (18) months following commencement of construction, such construction or the landscaping of the first fifty (50) feet of the lot frontage to begin within two years of date of lot purchase. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling.

All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refused an potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

In the event that a Member has not constructed a residence during the first twenty-four (24) months of ownership, then said owner of the lot shall landscape 50 feet of the frontage of said lot from the back of the sidewalk area.

Section 10. Appointment of Architectural Committee The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members for a term not to exceed five (5) years. In the event of the death or resignation of any member of the Committee, the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 11. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the subdivision.

Section 12. General Provisions. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Trustees of the Association.

Section 13. Variances. A petition may be filed for a variance by any owner, The Architectural Committee may, in its sole discretion, by any affirmative vote of a majority of the members of the Architectural Committee, allow reasonable

variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

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ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-laws, or elsewhere provided for therein, and without limiting the generality thereof, the Association shall:

(a) Own and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, and under-drain system, and all other property acquired by the Association.

(b) Pay any real and person property taxes and other charges assessed against the common areas.

(c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas, electrical, and refused collection services.

(d) Grant easements where necessary to utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent Contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

ARTICLE IX
EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, solar heating systems, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and cable television lines, solar heating systems, or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion hereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the lots or to have utility companies or service companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or cable television

lines, solar heating systems or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines, drainage facilities, solar heating systems, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Notwithstanding the preceding sentence, owners are advised that **easement dimensions change on specific lots as noted on the recorded Plat.** Within these easements, no structure, including bridges, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X
USE RESTRICTIONS

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The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a large residential district characterized by the following; spacious estate; large homes, private parks, open spaces and/or playgrounds; well kept lawns, trees and other plantings; minimum vehicular traffic; and, quiet residential conditions favorable to family living.

Section 1. Zoning Regulations. The lands within the properties shall never be occupied or used by or for any building or purpose or any manner which is contrary to the planning and zoning ordinances and regulations applicable thereto validly enforced from time to time.

Section 2. Land Use and Building Type.

(a) No lot shall be used except for single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories above grade in height.

(b) No single story dwelling shall be erected or placed on any lot in the subdivision wherein the ground floor space in said dwelling contains less than 1,800 square feet, excluding the garage, porch, balcony, patio, and deck.

(c) Two-story dwellings shall have at least 1,450 square feet on the ground floor level, exclusive of garage, porch, balcony, patio, and deck, with the combined square footage for both floors not less than 2,450 square feet.

(d) Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc., shall be reviewed and defined by the Architectural committee as to the square footage requirement thereto.

(e) Every single family dwelling must have a minimum of a three (3) car garage. All garages shall have a side entry.

No Garages will be allowed to enter from the same side as the front entry way of the residence.

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(f) Driveways for single family dwellings must be large enough to accommodate two parked automobiles side by side.

(g) No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lot which face the street. Hedges and landscaping will be permitted if it does not interfere with driving visibility. No chain link fences will be allowed except as may be required by Alpine City or Utah County. If the fencing is a wooden material or white railed fencing, the Owner or Member shall commit to have the fence painted or stained every 24 months.

Section 3. Building Location. No single family dwelling or associated building shall be located on any lot nearer than thirty (30) feet to the road right-of-way line or nearer than fifteen (30) feet to the rear lot line, nor nearer than ten (10) feet to any side lot line. Notwithstanding any language in this Section to the contrary, if easements for utilities, drainage, or other purpose as shown on the recorded Plat require a greater set-back from the front, rear, or side lot line than that provided for in this Section, the requirements of the recorded Plat shall control.

Section 4. Height Requirements. No single family dwelling shall be erected to a height greater than thirty-five (35) feet above a point representing the average grade at the front setback line.

Section 5. Recontouring. No lot shall be recontoured excluding grading for purposes of basement construction, without prior written approval of the Architectural Committee.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding; shall be used on any lot at any time as a residence either temporarily, meaning two or more days or permanently. No temporary structure, house trailer, mobile home, or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Architectural Committee and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to its completion without a written approval from the appropriate governmental inspection agency. No old or secondhand structures shall be moved onto any of said lots, unless granted by a variance. The intention hereof is that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

Section 8. Overnight Parking and Storage of Vehicles.

The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, horse trailers or other wheeled vehicles shall be forbidden unless such vehicles are kept from the view of the general public, common areas and/or vehicular traffic.

Section 9. Animals and Pets. Animals, other than house pets, shall be kept as permitted below. These animals shall be contained or other wise controlled at all times and shall not be kept for breeding or any commercial purpose whatsoever.

No large animals, other than one horse per 20,000 square feet of lot space will be allowed. Furthermore no birds, such as poultry or waterfowl shall be permitted without the express written permission from the Association.

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No animals will be allowed to be boarded, raised or sold on an ongoing nature of any kind. The intent of the animal rights of this property is to have domestic pets and horses only.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except legal notices and one sign of not more than three (3) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale.

Section 11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units. Garbage and trash recepticals shall be permitted when kept in a visually screened enclosure and contained in covered containers.

All Contractors shall maintain a commercial trash receptacle for rubbish and debris as described herein above during the construction process of any residential home and its related outbuildings.

Section 12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. No Business Uses. The lands within the property shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose other than traditional home business conducted within the home and except that the Declarant or its duly authorized agent may use any lot owned by Declarant as a sales office, sales model, or property office.

Section 14. No Re-Subdivision. No lot shall be re-subdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 15. Underground Utility Lines. All permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.

Section 16. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and good repair.

Section 17. No Hazardous Activities. No activity shall be conducted on any lot and no improvements constructed on

any lot which are or might be unsafe or hazardous to any person or party. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot excepts in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated interior fireplaces.

Section 18. Dwelling Construction and Fence Restrictions. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

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(a) Dwelling style, design, alterations or addition will conform to standards determined by the Architectural Committee.

(b) Exterior construction materials will be a minimum of thirty percent (30%) stone, brick or other natural masonry material, with the balance of the exterior finish to be wood or stucco, as approved by the Architectural Committee. No reflective finish other than glass shall be used on exterior surfaces other than surfaces of hardware fixtures, including but without limitation, the exterior surfaces of any other the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, and only mailboxes approved by the Architectural Committee. The use of any aluminum siding must be approved by the Architectural Committee.

(c) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

(d) Fences or walls shall be of wood, block or brick. No fences or walls of chain link, or wire mesh shall be allowed. Fences, walls or hedges shall not exceed six feet in height.

(e) Roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles, or better, i.e. shake, tile, etc., as determined by the Architectural Committee. The following roof shapes will not be permitted: mansards, false mansards, joined shed, domed and geodesic domes.

Section 19. Off-Road Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four-wheel drive vehicles or vehicles of any kind shall be operated on any of the Delclarant's property wherever the same may be situated or any place on the subdivision other than the public roadways.

Section 20. Private Area; Uses, Restrictions. The Architectural Committee or its duly authorized agents shall have the right, at any time, and from time to time without any liability to the Owner for trespass or otherwise to enter upon any private area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

Section 21. Landscaping. (a) No trees shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other structures on the lot without the prior written approval of the Architectural Committee.

(b) Trees, lawns, shrubbery and other plantings provided by each lot owner shall be property nurtured and maintained at the owner's sole expense, including replacement of the same upon the request of the Architectural Committee.

(c) Upon the completion of construction of any residence upon a lot, the owner of each respective lot shall plant four (4) deciduous or conifer tree(s) measuring at least six (6) feet in height on said lot. The planting of this tree(s) shall occur, weather permitting, within fourteen (14) days from the date of occupancy or the issuance of a final inspection and occupancy certificate by Alpine City or Utah County, or at the earliest time reasonably possible in the following Spring.

Section 22. Rules regarding Fires. No exterior fires whatsoever, except barbecue fires shall be allowed.

Section 23. Antennas. No antenna including satellite dishes of any sort either installed or maintained which is visible from the front of the other Lots shall be allowed.

Section 24. Rules and Regulations. No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the Association. No such rules and regulations shall be established which violated the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner hereof.

ARTICLE XI
GENERAL PROVISIONS

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Section 1. Enforcement. The Association, shall have the right to enforce, by any proceeding at law or in equity, including injunctive proceedings, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Proper notice under this Section shall be defined to require written notice of any action authorized under this Section to be sent to the affected Member by certified mail at the Member's Lot address not less than ten (10) calendar days prior to taking any such action. Failure by the association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs of such enforcement, including reasonable attorney's fees, shall be borne by the party in violation.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants.

Section 3. Severability. Invalidation of any one of these covenants by judgement shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing a majority of the membership entitled to vote. It is intended by this paragraph that the Declarant having three (3) votes per lot owned, as per Article III, Section 3 above, shall have sufficient votes, by itself, to amend this Declaration until such time as 75% or more of the lots within the properties are owned by other lot owner members.

Section 5. Consent to Future Zoning. Each lot owner hereby acknowledges receipt of a copy of this Declaration and of Declarant's master plan showing the proposed single family dwellings and acknowledges that Declarant intends to request residential lots for a use of Declarant's land located in the vicinity of the subdivision and as is generally shown on the master plan. Each lot owner, his successors and assigns hereby consents to and covenants not to object to any application made by Declarant permitting the use of any of Declarant's land for residential lots.

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Section 6. Withdrawal of Properties. The Homeowners Association shall have the authority to withdraw any common area lot or lots from the operation of this Declaration prior to the sale of said lot or lots so that said common area lots shall not be subject to any of the provisions of this Declaration.

Section 5. Limited Liability. Neither Declarant, the Association, the Architectural Committee, nor any Member, Agent, Representative, Officer or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining or contemplated by this Declaration, provided, however, that this limited liability shall not apply if the loss, expense or liability involved resulted from the will full misconduct or gross negligence of such person. Covenants, conditions or restriction herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 9. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 10. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance either public or private, shall be applicable against every such result and may be exercised by the Association or any other lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

ALPINE RIDGE LIMITED PARTNERSHIP by its managing General Partner: OMN DEVELOPMENT CORPORATION

by: Christopher J. McCandless its President

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss.

On the 5th day of May, 1994, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Chris McCandless, known to me to be the President of OMN Development Corporation, the Managing General Partner of Alpine Ridge Limited Partnership that executed the within instrument, and Chris McCandless acknowledged to me that such corporation/limited partnership executed the same.

Kris C. Drage
Notary Public

Residing at: _____

