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DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
ASPEN HILLS
SARATOGA SPRINGS, UTAH

PREPARED AND ADAPTED BY CONCEPT DEVELOPMENT

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ASPEN HILLS**

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EXHIBITS

A Legal Description of Property Subject to Declaration..... Attached
 B Map of Property Attached
 C Certificate of Compliance Attached
 D Fencing.....Attached

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

ASPEN HILLS

THIS DECLARATION is made by Concept Construction and Development, in its own behalf and as the Developer of the Project described herein, both herein referred to as the Declarant.

RECITALS

WHEREAS, Declarant is the owner of that certain real property located in the City of Saratoga Springs, County of Utah, State of Utah, more particularly described in Exhibit 1 which is attached to this Declaration and by this reference made a part hereof as though fully set forth; on which Developer intends to record subdivision plats in multiple phases as more particularly set out in Exhibit 2 which is attached to this Declaration and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, Declarant intends to and does hereby establish for its own benefit and for the mutual benefit of all future Owner's or occupants of the said real property described in Exhibits 1 and 2, and each part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial Covenants, Conditions, and Restrictions and obligations with respect to the Improvement of said Property, and the proper use, conduct, and maintenance thereof, and

WHEREAS, Declarant desires and intends that the Owner's, mortgagees, occupants and all other persons hereafter acquiring any interest in said real property described in and platted in Exhibits 1 and 2, or any part thereof shall at all times enjoy the benefits of, and shall hold, sell, and convey their interests subject to the rights, easements, Covenants, Conditions, Restrictions and obligations herein set forth, all of which are hereby declared to be in furtherance of a general plan to promote and protect the cooperative aspect of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the said real Property, and shall run with the said Property and be binding on all parties having any right, title, or interest therein, or in any part thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof. It is the intent of this Declaration to work in harmony with all government ordinances and regulations, and to the extent a conflict may occur the more restrictive requirement will apply. All persons, firms, corporations, and entities who hereinafter own, or have any interest in any lot in said Subdivision shall take and hold the same for a period of twenty-five (25) years from the date of recording, provided however, that the said Covenants, Conditions and

Restrictions shall be renewed automatically and continue thereafter for successive periods of ten (10) years each, unless an instrument signed by sixty percent (60%) of the then Owner's of the lots has been recorded agreeing to change the Covenants, Conditions, and Restrictions in whole or in part.

ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings specified below:

1.1 *Architectural Control Committee.* "Architectural Control Committee" or Committee shall mean the committee created pursuant to these Restrictions to review, approve plans for the construction of Improvements upon the Property, and enforce the Declarations herein contained.

1.2 *Architectural Control Committee Rules.* "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee and the same as are amended from time to time.

1.3 *Covenants Conditions, and Restrictions.* "Covenants, Conditions, and Restrictions" or "CCRS" shall mean this Declaration and any amendments made from time to time.

1.4 *Improved Lot(s).* "Improved Lot(s)" shall mean all Lots on which construction of the original dwelling or other Improvements on the Lot has begun or has been completed.

1.5 *Improvement.* "Improvement(s)" shall mean every structure and all appurtenances thereto of every type and kind which alter the appearance of any Lot, including but not limited to, buildings, outbuildings, storage buildings, greenhouses, patios, tennis courts, swimming pools, saunas, hot tubs, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softeners, fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television or other utilities, driveways, alleyways, walkways, entryways and any alteration or replacement of any exterior surface.

1.6 *Landscaping.* "Landscaping" shall mean any trees, shrubs, grass or other vegetative cover, whether native or domestic, decorative planters, borders, ornaments or other such items which alter the appearance of any Lot.

1.7 *Lot.* "Lot" shall mean any parcel of land within the Property which is a subdivided Lot on a Plat of a subdivision out of the Property, together with all Improvements located thereon.

1.8 *Owner.* "Owner" or "Owner's" shall mean the person(s), firm(s), corporation(s), entity or entities, holding a freehold estate in any portion of the Property.

1.9 *Person.* "Person" or "Persons" shall mean any individual(s), entity or entities having the legal right to hold title to real property.

1.10 *Plans and Specifications.* "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services and all other documentation or information relevant to such Improvement.

1.11 *Plat.* "Plat" or "Plats" shall mean any recorded Subdivision plat or plats of all or any portion of the Property.

1.12 *Property.* "Property" shall mean and refer to the tracts of land or Lots which are subject to this Declaration.

1.13 *Revised Declaration.* "Revised Declaration" shall mean this instrument as it may be amended or supplemented from time to time.

1.14 *Rules.* "Rules" shall mean the rules and regulations adopted by the Committee as the same may be amended from time to time.

1.15 *Unimproved Lot(s).* "Unimproved Lot(s)" shall mean all Lots on which the construction of the original dwelling or other improvements on the Lot has not yet begun.

ARTICLE II. THE PROPERTY

2.1 *The Property.* Homes in Aspen Hills may be used only for single family residences. A homeowner who uses his home primarily as a single family residence may use an interior portion of that home as a home office only if the home office business does not violate any federal, state, or local law or regulation, and has no exterior manifestation (including signage), and no characteristics that are deleterious to the residential nature of the neighborhood.

2.2 *Legal Description.* The land subject to this Declaration is described in Exhibit (A) and all properly and legally subdivided lots included therein, including any Phasing of the land for development purposes.

2.3 *Map of Property.* A map of the Property, for orientation purposes only, is contained in Exhibit (B).

ARTICLE III. GENERAL RESTRICTIONS

3.1 *Property.* All of the Property shall be owned, held, encumbered, leased, used, and occupied and enjoyed subject to the following limitations and restrictions:

3.2 *Subdividing.* No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Committee.

3.3 *Hazardous Activities.* No activities shall be conducted nor objects or substances stored or kept on the Property and no Improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property; no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended.

3.4 *Insurance Rates.* Nothing shall be done or kept on the Property which would increase the rate of insurance for reasons such as substandard, high risk, or special risk, or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

3.5 *Mining and Drilling.* No part of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

3.6 *Nuisance.* Unless approved by the Committee in writing in advance, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property. Portable radios and other personal sound equipment are permissible so long as they do not create a nuisance or otherwise interfere with the quiet enjoyment of any portion of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property, its occupants, or the family nature of residential dwellings in the Property. All exterior lights must be sheltered or housed in such a way that no light will shine directly into any window of any neighboring Lot within the Properties.

3.7 *Animals; Household Pets.* No animals, including pigs, pot-bellied pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. Any Owner may keep on such Owner's Lot, a reasonable number of domestic animals as

household pets. More than four animals weighing over five pounds each will be presumed to be an unreasonable number unless the Owner can demonstrate that the animals are not a nuisance and that their presence on the Property has no adverse impact on neighboring Lots or the Property as a whole. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animal will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals which are permitted hereunder shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other properties.

3.8 *Rubbish and Debris.* No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants; and same shall be promptly removed by the Lot Owner. Refuse, garbage and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

3.9 *Maintenance.* Each Owner shall keep all Landscaping on such Owner's Lot whether improved or unimproved cultivated, pruned, mowed, weeded, and free of trash, and other unsightly material. All Improvements upon any Lot, including homes, backyard fences, alleyway fences, storage buildings, and all Improvements constructed by the Owner's shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot. After giving prior notice and a reasonable opportunity to correct any defects, request more time, or give an acceptable reason as to why such maintenance has not been done, the Committee, or their respective designees, shall have the right at any time to enter upon any Lot to replace, maintain, and cultivate Landscaping as deemed necessary; to paint, repair or otherwise maintain any Improvements in need thereof; and to charge the cost thereof to the Owner of the Lot. The Committee or its respective designees shall have the right to immediately enter any abandoned property to make any necessary repairs, maintenance, alterations or Improvements to reduce or eliminate an attractive nuisance, nuisance, eyesore, or other danger to the health and safety of the community, charging all costs to the Owner of the Lot. The Committee shall also have the authority to request that utilities be discontinued on an abandoned Property. An Improved Lot may be considered abandoned if the situation is considered hazardous, it has been unoccupied for a period of more than thirty days, and the Committee has not had contact from the Owner within thirty days after notice was sent by certified mail. An Unimproved Lot may be considered abandoned if the Owner has allowed a hazardous condition to arise or persist.

3.10 *Antennae; Solar Collectors and Other Roof Appurtenances.* No exterior radio or television antenna or aerial or satellite dish receiver or other devices designed to receive telecommunication signals, including, but not limited to, radio, television or microwave signals shall be erected or maintained on any portion of the Property if the antenna or device is greater in size than 18 inches in height or 18 inches in diameter. No more than three such antennae or such devices may be erected per Lot. Roof top installation should be avoided unless it is the only location that provides adequate access to the desired signal. Solar energy, electricity-generating devices, or other roof appurtenances must be unobtrusive and mounted such that they do not face and are not visible from a street. Under no circumstances will transmitting antennas be allowed to interfere with radio or television reception, telephones, or household intercoms in neighboring homes.

3.11 *Tanks.* The Committee shall have the right to approve the location of any tank used or proposed in connection with any Property.

3.12 *Temporary Structures.* Except for storage buildings which are not visible from any street, no tent, shed, or other temporary building, or Improvement may be placed upon the Property or used as a residence without the prior written approval of the Committee; provided, however, that the Committee may give pre-approval as a class to any temporary structures for office space for architects, builders and foremen during actual construction provided such structures are of a given nature, size, duration and location. Storage sheds may be no larger than eight feet in height, and 10' x 8' unless approved by the Committee.

3.13 *Permanent Structures.* No permanent structures are allowed on any Lot without prior written approval of the Committee who shall review the Plans and Specifications for such structures for Compliance with this Declaration.

3.14 *Unsightly Articles; Vehicles.* No equipment other than motor vehicles may be kept in driveways. No article deemed to be unsightly by the Committee shall be permitted to remain on any Lot so as to be visible from adjoining Property or from public or private thoroughfares. Commercial and large industrial equipment may be deemed to be unsightly and the keeping of large industrial equipment on a Lot, the Property, or parked on the street violates CCRS for the Property. Examples of large industrial equipment include, but are not limited to, tow trucks, wreckers, dump trucks, cement trucks, cement mixers, flat-bed trucks, panel trucks, 18-wheeler tractors, and 18-wheeler trailers. An example of a commercial CCR violation is the parking of a tow truck (wrecker), cement truck, dump truck, or 18-wheeler tractor anywhere on the Property is violation of the CCRs. No repair or maintenance work shall be done on any of the foregoing or on any vehicle (other than minor emergency repairs and unless such repairs are begun and completed within twenty-four hours), except in enclosed garages or other structures. No vehicle shall be permitted to remain in a visible state of disrepair or disassembly if it is visible from other Lots or areas of the Property. A "motor vehicle" includes (1) anything that can be propelled by motor upon a public highway

and (2) "off road" vehicles such as ATVs, dune buggies, dirt-bike motorcycles, etc. Vehicles may not be parked on sidewalks, apron areas, landscaped area of front yards or side yards. Sidewalks must be kept clear for pedestrian and bicycle traffic. Vehicles other than automobiles, vans, and pickups may not be parked in the streets except when in actual use. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No flag poles of more than 8 foot in length.

3.15 *Mobile Homes, Travel Trailers and Recreational Vehicles.* No mobile homes shall be parked or placed on any Lot and used as a residence, either temporary or permanent, at any time.

3.16 *Advertising/Signs.* No signs, billboards, or advertising structures may be erected or displayed on any Lot except that a single sign, not more than 4x4 feet in size advertising a specific unit for sale.

3.17 *Compliance with the Declaration.* Each Lot Owner and his tenants or guests, shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Each Lot Owner shall be responsible for the Compliance of his tenants or guests, lessees, subleases, etc. to the provisions of this Declaration. Failure to comply with any provision in the Declaration shall constitute a violation thereof and shall or may give rise to a fine, a cause of action to recover sums due for damages, for injunctive relief, or any combination of the above.

ARTICLE IV. USE AND CONSTRUCTION RESTRICTIONS

4.1 All Lots shall be owned, held, encumbered, leased, used, occupied and enjoyed for residential purpose only subject to the following limitations and restrictions:

4.2 *Review and Approval for Construction.* **No Improvement shall be constructed upon any Lot without the prior written approval of the Committee.** No home shall be erected, altered, placed, or permitted to remain on any Lot other than a single family residence or structure approved by the City. **Before any Improvement is made or started, the following Specifications need to be met.**

A. The Lot Owner shall provide and maintain a current address for notification by the Committee. (See 4.6)

B. Two (2) complete sets of Plans and Specifications for any proposed Improvement shall be submitted to the Committee for approval. Such Plans

and Specifications shall include but are not limited to, plot plans showing the location on the Lot of structures, elevations, specifications, and square footages including finished square footage, walls, fences, height, or other Improvement proposed to be constructed, altered, placed or maintained, together with the proposed construction materials and color schemes for roofs and exteriors of such Improvement. The Committee may provide a checklist of requirements for approval.

C. Whenever, in this Declaration, the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications shall be submitted to the Committee, and construction may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration. The Committee may review Plans and Specifications submitted for its review and may request such other information as it deems proper. Until receipt by the Committee of any information or documents deemed necessary by the Committee or if the information is deemed incomplete, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and material and similar features as to be incompatible with development within the Property and the surrounding area. Further, in the event the Committee deems the Plans and Specifications, or any part of the submittal to be contrary to the interest or welfare of the Property then the Committee shall have the right to disapprove the said Plans and Specifications. The Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions required or permitted under this Declaration. The decision of the Committee shall be final and binding so long as it is made in good faith. Any proposed Improvement shall be considered as approved if it has not been disapproved by the Committee within 30 days after complete Plans and Specifications for such Improvement and all other information required by the Committee have been submitted to the Committee in writing. One (1) set of Plans and Specifications, with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

D. The Committee shall not be responsible for reviewing any proposed Improvement from the standpoint of structural safety, engineering soundness, or conformity with building or other codes. No approval by the Committee shall be considered as approval from that standpoint. No Improvement shall be built unless it conforms to all requirements of the Federal, State, and Local

governing authorities. Any site engineering performed will be at the sole expense of the Lot Owner. If it is found in the site plan engineering that there are any additional requirements or that there are requirements as noted on the Plat Notes such as but not limited to, slope, sewer depth, compacted structural fill, compaction criteria, engineering approvals, ground water, etc., the expense and responsibility will be bore totally by the Lot Owner.

E. All materials, containers, and equipment shall be stored within the boundary of the Lot unless otherwise approved in writing by the Committee.

F. Prior to obtaining a building permit from Saratoga City, the Lot Owner must have written approval of Plans and Specifications from the Committee.

G. A Deposit of Two Thousand Dollars (\$2,000.00) shall be made with the submittal of Plans and Specifications to the Committee. This Deposit will be kept as a retainer to guarantee that the CCRS in this Declaration are adhered to and the Deposit will be subject to be applied against any damages, fines or default herein as determined by the Committee. No review of any Plans or Specifications shall be made until this Deposit is received in Full. The Deposit will be returned when the following conditions are met.

1. The Improvement is finished and Saratoga City's issuance of an occupancy permit.
2. A "Certificate of Compliance" (see 4.8) for the Improvement is issued by the Committee. The Full Deposit shall be returned subject to but not limited to any fines, liens, penalties, costs, settlement agreements, attorneys fees incurred against the improvement.

4.3 *Variances.* The Committee may grant variances from compliance with Plans and Specifications or any matter which it is empowered to review, including, but not limited to, height, bulk, size, shape, floor areas, colors, materials or land use when, in the opinion of the Committee, in its sole and absolute discretion, such variance will add to the appearance and value of the Lot and will not detract from the appearance of the adjoining Lots and will not be contrary to the overall scheme or general plan of the Property. Such variance must be evidenced in writing and must be signed by at least a majority of the Voting Members of the Committee. If a variance is granted, no violation of the protective Covenants, Conditions or Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and in the particular instance covered by the variance. Any variance which is not exercised for a period of six months after it is granted may be withdrawn by a majority vote of the Committee with prior notice or hearing.

4.4 *No Waiver of Future Approvals.* The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

4.5 *Work in Progress.* The Committee, at its option, may inspect all work in progress to insure Compliance with approved Plans and Specifications, and in the event that any construction work is proceeding, otherwise than in Compliance with the Declaration and the approved Plans and Specifications, the Committee shall have the authority to issue a directive to the Owner of the Lot upon which the construction is proceeding to cease all construction work and to immediately commence such curative action as may be necessary to bring the construction work into Compliance with the Declaration and /or the approved Plans and Specifications. In the event of a failure of the Owner to comply with such directive, the Committee shall have the right to enforce such directive by seeking injunctive relief by fine or by such other remedies as provided in this Declaration.

4.6 *Address.* Plans and Specifications shall be submitted to the Architectural Control Committee at 383 East, 60 South, American Fork, Utah or P. O. Box 357 American Fork, Utah 84003, or such other address as maybe designated from time to time.

4.7 *Fees.* The Committee shall charge a non refundable One Hundred Dollar (\$100.00) submission fee for reviewing each set of Plans and Specifications submitted. The Committee at its sole discretion may change this fee as circumstances dictate. The Committee, may engage the services of an architect or other professional for the sole purpose of reviewing the Plans and Specifications for Compliance with the CCRS or required or allowed under the Declaration; and the reasonable cost of such review shall be paid by the Lot Owner unless the Plans and Specifications have already been reviewed and approved by a certified building designer or licensed architect or engineer who certifies that the Plans and Specifications comply with the use, appearance, and construction restrictions in Article III and Article IV of this Declaration.

4.8 *Certificate of Compliance.* Upon completion of any Improvement approved by the Architectural Control Committee and upon written request by the Owner of the Lot and payment of any required expenses or fees, the Committee shall issue a Certificate of Compliance (See EXHIBIT C) in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements and shall specify that the Improvements, in the Committee's judgment, comply with approved Plans and Specifications (if any) and with the requirements of the Declaration. The Certificate shall not be construed to warrant the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Improved Lot.

4.9 *Sight Distance at Intersections.* No fence, wall, hedge or shrub which obstructs sight line at elevations between two feet and eight 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 25 feet from the intersections 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 10 feet from the intersections 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. If Saratoga City Standards are more restrictive they shall prevail.

4.10 *Dwelling Size/ Specifications.* After the effective date of this Declaration, no building or structure erected for a single story home placed on any Lot within the Properties shall contain less than 1,400 square feet of finished living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, unless specifically approved to the contrary by the Committee. Each dwelling unit shall have an attached or fully enclosed garage adequate for a minimum of two standard sized automobiles. No building or structure erected for a two (or more) story home placed on any lot within the properties shall contain less than 2,000 square feet of finished living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, unless specifically approved to the contrary by the Committee. The Committee reserves the right to allow a 100 square foot deduction on total finished square footage on an Improvement if a three car garage is added. All homes must have a minimum of 7/12 pitch unless specifically approved to the contrary in writing by the Committee. The following style of homes will not be allowed on the Property; modular, round, octagonal, prefabricated, pre-built, wood, all aluminum, split entry, log, mobile exterior steel, or any other type or style of home similar in nature to any of the above, as determined by the Committee to not fit into the area. Solar homes will be allowed only upon approval of the Committee. The Committee reserves the right to make an exception to the style of home at its sole discretion.

4.11 *Exterior Surface.* The exterior surface of all Improvements will contain 100% masonry (brick, natural stone or stucco) unless specifically approved in writing to the contrary by the Committee. The front exterior surface of all homes must have a minimum of 30% brick or natural stone.

4.12 *Exterior Colors.* Colors for exterior surfaces of building and other Improvements, (including its roof, windows, soffit & fascia, trim, etc.) must be submitted to and receive prior written approval of the Committee. No light colors or white colors will be allowed. No white windows, trim, soffit & fascia, or fencing! Fence shall be tan vinyl. The Committee may adopt a list of colors pre-approved by the Committee. The Committee may require an Owner to change a color that is not approved by the Committee.

4.13 *Alteration or Removal of Improvements.* Damage or disturbance to any existing Improvements will be the sole responsibility of the Lot Owner and must be repaired to Saratoga City standards within thirty (30) days. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement, shall be performed only with the prior written approval of the Committee. All driveway approaches through any curb will be professionally saw cut. Any alteration to building exteriors must be completed within 90 days after approval of the Plans and Specifications by the Committee.

4.14 *Roofing Materials.* All roofing materials must be approved in advance by the Committee. The Committee may adopt a list of roofing materials pre-approved by the Committee.

4.15 *Landscaping Requirements.* Prior to the occupancy of any residence constructed upon a Lot, the front and side yards of the Lots from the outside walls of the residence to a distance of at least 10 feet behind the front wall of the residence shall be landscaped with lawn or other vegetation approved by the Committee. The front yard shall be landscaped from the front wall of the residence to the curb. The side yards shall be landscaped from the side walls of the residence to the side Lot lines, for a distance of at least 10 feet from and behind the front wall of the residence. Existing trees on a Lot shall be preserved to the extent practicable. The backyard shall be landscaped within one year of occupancy permit issuance.

4.16 *Garages and Driveways.* Each unit shall have an attached or fully enclosed garage adequate for a minimum of two standard sized cars. No garage may be used by anyone other than the family, bona fide guests or Owner of a Lot on which the garage is situated. No garage conversions are allowed. The Committee shall have the right to impose limitations on driveway design, including materials, aprons, location, and point of contact with dedicated roads, streets or private driveways within the Property. Driveways shall be constructed so that they have a sufficient rise in elevation to allow for the surface water drainage along the curb line of the street to continue without interruption or change in direction of flow.

4.17 *Fences.* To maintain compatibility and a unified, coordinated appearance within the development the following restrictions and guidelines will be strictly enforced. The only acceptable fencing will be tan vinyl. If there is to be any variation from tan vinyl it must be approved by the Committee in writing. No fence placed on a berm of any kind that shall be constructed on any property unless the plans and specifications have been reviewed and approved in writing by the Committee. No fence shall be more than six feet in height. No fencing shall be permitted in the front yard setback area. No side yard fence shall be allowed to run more than 8 (eight) feet past the back wall of the residence toward the front of the residence. All trails shall be fenced with a four foot security fence of the same design materials and standards as shown on (Exhibit D). To receive a Certificate of Compliance and/or an occupancy permit Lot 36, 111,112,113,114,115,116,117,118, 144,143,142, must have a back of lot four foot security fence installed. All park fencing shall remain the same design and

and maintained in good appearance and condition at the expense of the property owner on which property the fence is located and all damaged fencing shall be repaired or replaced to original specifications, design, materials, and color within a reasonable time (60 days from damage occurrence). No fence shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded subdivision plat. No fence shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring properties. All fences constructed or installed on the interior of a property such as but not limited to dog runs, swimming pools, etc. which are visible to another property shall be subject to approval of the Committee.

4.18 *Underground Utility Lines.* No utility lines, including but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or other type of line or wire shall be erected, or placed anywhere in or upon any portion of the Property following the adoption of this Section unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Committee, provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Committee. The installation method, including but not limited to, location, type of installation equipment, trenching method, and other aspects of installation, for both temporary and permanent utilities, shall be subject to review and approval by the Committee.

4.19 *Drainage.* There shall be no Interference with the established drainage patterns over any of the Property. The final grading of the Lot is the responsibility of the Lot Owner. It is the Lot Owner's complete responsibility to maintain runoff water in any form from his Lot into the City's approved drainage system.

4.20 *Construction Activities.* This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area and conforms to Saratoga City standards. In no event, however, shall any Improvement be allowed to remain uncompleted for more than one year after construction has commenced. The Declarant may restrict access to any Improvement for temporary work on that Improvement as is necessary by the Declarant.

A. During construction of any Improvement, the contractor shall keep adjoining streets and thoroughfares free from debris and dirt and shall be required to maintain upon the Lot a dumpster for the purpose of holding all construction debris. The Lot Owner is responsible to insure that his

contractors, subcontractors, suppliers, and all others associated with his Lot will maintain a clean construction site and abide by the rules of this Declaration. No Lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate. Usage of another Lot Owner's waste container without the express permission of that Lot Owner is prohibited and will be subject to a fine.

B. Dumping of excess concrete and the cleaning out of any concrete trucks on any part of the Property is strictly prohibited with the exception of the Lot Owner's own Lot or at any site designated by the Committee as a cleanup area. The Lot Owner is responsible for all concrete trucks serving his Lot and that they abide by this Declaration (including proper directions as to where they may clean out). Any violation of the above will result in a fine to the Lot Owner and may be remedied in any form as set forth in this Declaration.

C. The Lot Owner is fully responsible for the damage to any Improvement in the Property in this Declaration caused by His Contractors, Subcontractors, Suppliers, or any other entity providing a service to the Lot Owner's Lot and shall repair any such damage according to the Declarant and Saratoga City's Standards within thirty (30) days of such damage occurring unless otherwise stated in writing by the Committee.

D. In the event that construction upon any Lot does not conform to the requirements set forth above or otherwise does not conform to usual construction practices in the area as determined by the Committee and Saratoga City, in its sole good faith judgment the Committee shall have the authority to seek an injunction to stop such construction or remedy the problem by any means set forth in this Declaration. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render unsanitary, unsightly, offensive or detrimental to it or any other portion of the Property, then the Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within 30 days after demand therefore has been made, the Owner of the Lot shall be obligated to pay, in addition to the sums demanded, interest on such sums at the highest rate allowed by applicable usury laws, together with all costs and expenses of collection, including reasonable attorneys' fees. All such sums shall thereupon become a continuing lien and charge upon the Lot which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. Such liens shall be superior to all other liens and charges against the Lot, except only for tax liens and all sums unpaid on any first mortgage lien of record encumbering the Lot.

E. To evidence the lien, the Committee may prepare a written notice of lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the members of the Committee and shall be recorded in the office of the County Clerk of Utah County, Utah. Such lien shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Committee in like manner as a mortgage on real property subsequent to the recording of notice as provided above, or the Committee may institute suit against the Owner personally obligated to pay the sums and/or for foreclosure of the lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

5.1 *Membership of Architectural Control Committee.* The initial Committee is composed of the following members: Michael Hatch , Jerry Hatch , Bruce Jeppsen , or their assignees as designated solely by the Developer of record of Aspen Hills.

The tenure of the initial Committee members shall be until all the Lots have been completely improved and built upon according to the Plans and Specifications approved by the Committee for each particular Lot in Aspen Hills Plats A through G or upon Developers assignment of a new Committee to act for the first term. After the last Lot is improved or at such time as the Declarant or its assigns cease to act as the Committee, the Committee shall be made up of three persons who are Owners elected at a meeting of the Owners called for that purpose. Election to the Committee shall be for staggered three year terms. Election to the Committee shall be by a majority of the Owners present at a meeting duly called and noticed. For voting purposes the Owner or Owners of Each Lot shall be entitled to one vote per Lot.

5.2 *Action by the Architectural Control Committee.* Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. Once the Committee is assigned to the Property Owners their function shall be to enforce the CCRS of this Declaration. No changes shall be made to this Declaration without the approval of at least sixty percent (60%) of the Property Owners.

5.3 *Term.* The term of each Voting Member shall be three years, except that initially two of the members shall have terms of one and two years, respectively, so that eventually the term of only one member expires each year. In the event of the death or resignation of the member, the Committee shall appoint a replacement.

5.4 *Adoption of Rules.* The Architectural Control Committee may adopt procedural and substantive rules as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a

housing code, and other similar codes as it may deem necessary and desirable. Such rules may not conflict with the Declaration and may not exceed the code requirements of the City of Saratoga Springs, Utah

5.5 *Actions of the Architectural Control Committee.* The Architectural Control Committee may, by unanimous written resolution, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of the majority of the members of the Committee taken without a meeting shall constitute an act of the Committee.

ARTICLE VI. MISCELLANEOUS

6.1 *Duration.* This Declaration of CCRS is to run with the land and shall be binding upon all Lot Owner's for a period of twenty five (25) years from the date this Declaration is recorded provided however, that the said Covenants, Conditions and Restrictions shall be renewed automatically and continue thereafter for successive periods of ten (10) years each, unless an instrument signed by sixty percent (60%) of the then Owner's of the lots has been recorded agreeing to change the Covenants, Conditions, and Restrictions in whole or in part. shall continue until extinguished by a written instrument executed by the Owner's of at least sixty percent (60%) of the Lots within the Property subject to this Declaration.

6.2 *Amendment by Property Owner's.* This Declaration may be amended only by the written consent of at least sixty percent (60%) of the Property Owner's who are entitled to vote. In all cases in this Declaration one vote for each Lot Owner will be recognized as valid. No amendment shall be effective until recorded in the Real Property Records of Utah County, Utah.

6.3 *Amendment by Architectural Control Committee.* The Committee may amend this Declaration by instrument duly signed, acknowledged and filed for record, for the purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable Federal Agencies.

6.4 *Notices.* It is the responsibility of Each Individual Lot Owner to provide to the Committee and maintain a current mailing address for notification by the Committee. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Committee for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Committee. Notices regarding Committee remedies of liens, fines, suspension of use rights, and lawsuits shall be

mailed certified mail, return receipt requested, to the Lot Owner's address according to Committee records.

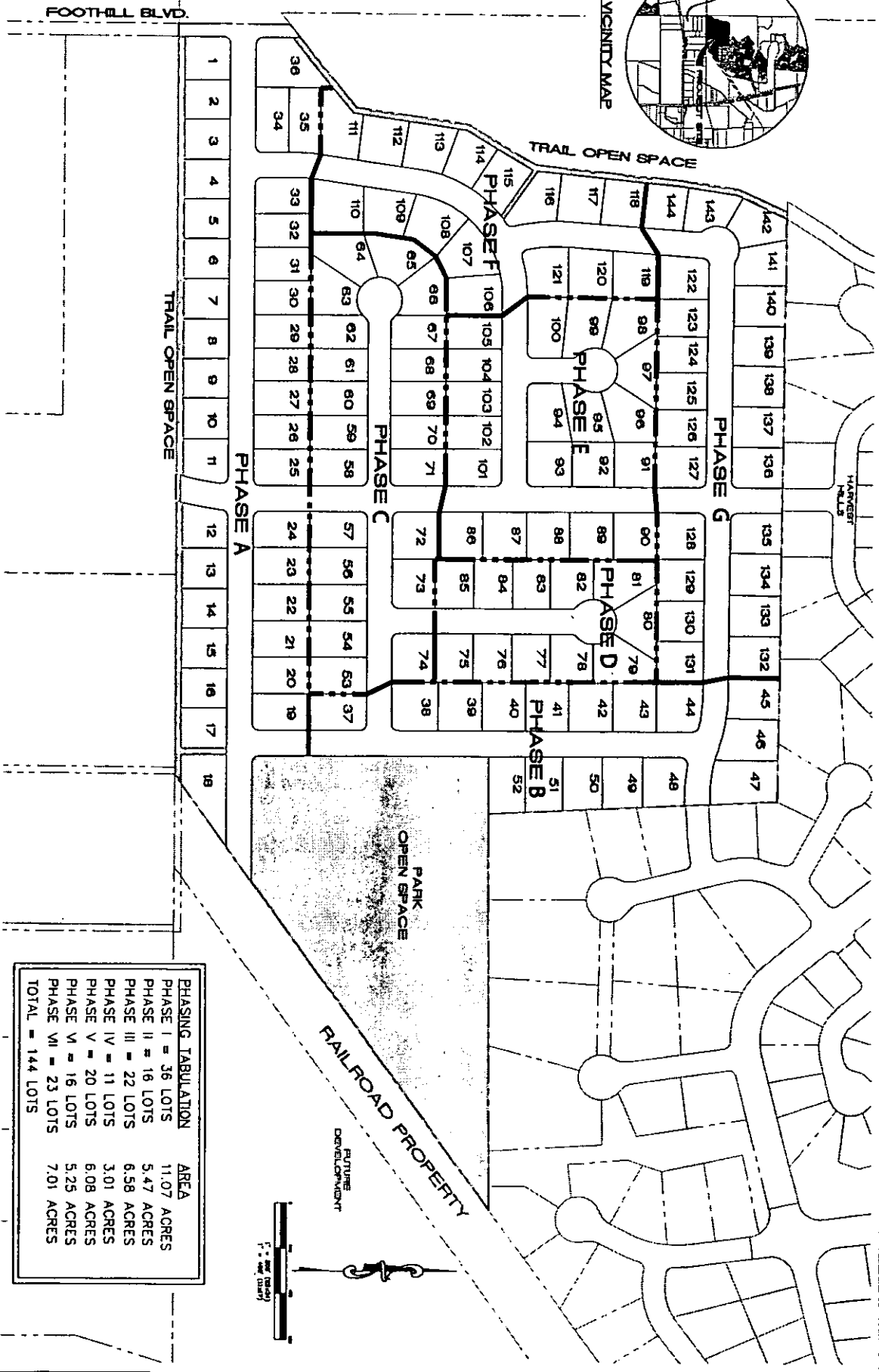
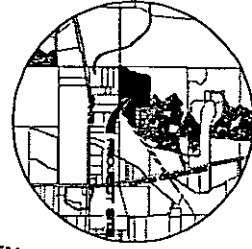
6.5 Enforcement. The Committee shall have the right to impose any fine, lien, penalty, or other legal action to correct any perceived violation(s) of the CCRS of this Declaration. The Respective rights and remedies provided in this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration. The Committee has the right to enter any Property and inspect any Improvement to ensure that the CCRS of this Declaration are being abided to.

In bringing an enforcement action brought by the Owner of a lot and/or the Committee because of an alleged breach or default by any Owner under this Declaration, attorney's fees and all other costs shall be paid by the responsible Lot Owner. In the event that judgment is entered for the plaintiff, the court shall assess, in addition to any other costs and monetary awards, a compliance fee against the defendant in an amount not to exceed ten thousand (\$10,000) dollars which shall be deposited in a separate trust account and be released to the defendant when the defendant has fully complied with the courts order.

Enforcement Owner's who have a dispute with fellow Property Owner's with respect to the interpretation and/or enforcement of the CCRS in this Declaration must first attempt informal agreement. If these efforts do not result in agreement, Owner's have the option to submit their disputes to the Committee for mediation under this Declaration. The Committee shall conduct the mediation in a private hearing with the disputing Property Owner's. If the dispute is unresolved thereafter, every Owner has the right to take legal action to correct any perceived violations of the CCRS by another Owner if they directly affect the use and enjoyment of his Property.

6.6 Non-waiver. Delay or failure to enforce any provision of this Declaration, at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

6.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of the Declaration. This Declaration shall be governed under the laws of the State of Utah. The provisions of the Declaration shall be independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles are intended solely for convenience of reference. Capitalization or lack of capitalization of the first letter of a word or phrase shall not change the obvious intent of a provision.



PHASING TABULATION	AREA
PHASE I = 36 LOTS	11.07 ACRES
PHASE II = 16 LOTS	5.47 ACRES
PHASE III = 22 LOTS	6.58 ACRES
PHASE IV = 11 LOTS	3.01 ACRES
PHASE V = 20 LOTS	6.08 ACRES
PHASE VI = 16 LOTS	5.25 ACRES
PHASE VII = 23 LOTS	7.01 ACRES
TOTAL = 144 LOTS	

TRANE ENGINEERING, P.C.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 37 EAST MAIN, LEHI, UTAH 84043 (801) 768-4544

SARATOGA SPRINGS, UTAH

ASPEN HILLS
 A RESIDENTIAL SUBDIVISION

PHASING

1 OF 1

State of Utah

Exhibit C

County of Utah

Certificate of Compliance

For Aspen Hills Declaration Requirements

The Aspen Hills Subdivision Committee hereby certifies that it has approved the Plans and Specifications for Improvements on the lot described below and that in its judgment, the completed buildings, structures, landscaping, and other Improvements on the lot comply with the Declaration of Covenants, Conditions, and Restrictions for Aspen Hills.

The Lot referred to above is legally described to as _____ a subdivision recorded in volume _____, page _____, Plat Records of Utah County, Utah.

_____ Date

_____ Member of the Architectural Control Committee
Aspen Hills

State of Utah)
) ss.
County of Utah)

This instrument was acknowledged before me on _____ by _____ who is a Member of the Architectural Control Committee for Aspen Hills, Saratoga Springs, UT.

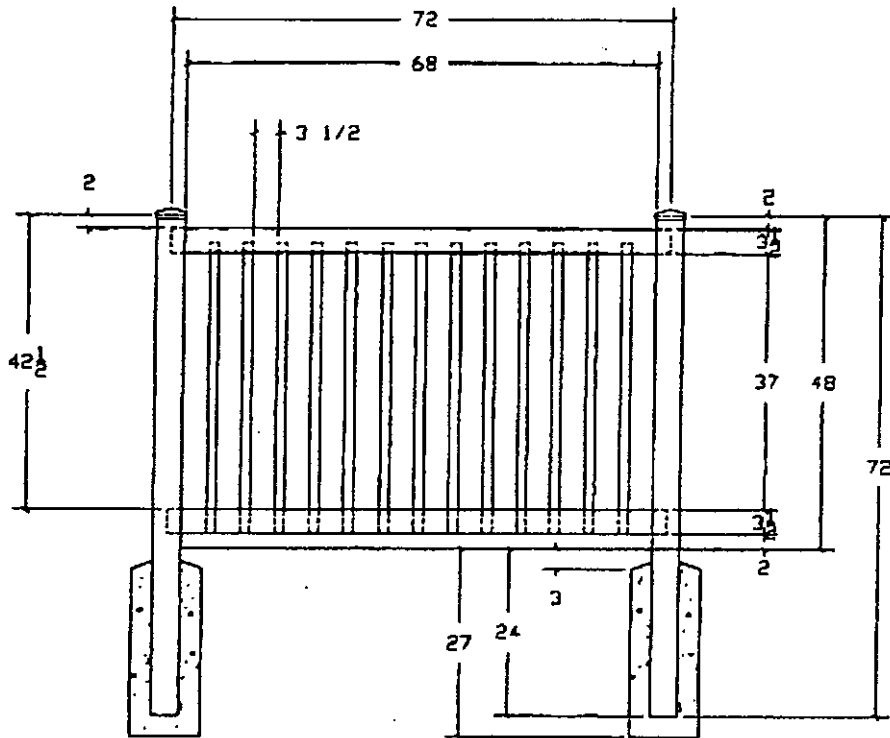
_____ Notary Public

Printed Name of Notary _____

My commission expires on _____

Declaration of CC&R's for Aspen Hills

- POST 1 - 4 X 4 X 72
- CAP 1 - 4 X 4 FLAT
- RAIL 2 - 2 X 3 1/2 X 72
- PICKET 13 - 1 3/8 X 1 3/8 X 41 3/4



4 FT RAIL PICKET WITH 1 3/8



TITLE 4 FT RAIL PICKET W/ 138 X 138

SIZE PART BASE NO.	DWG NO	REV
A 1002651	10026561	01
SCALE NONE	WT	SHEET 1 OF 1

THIS DOCUMENT AND THE DATA DISCLOSED HEREIN IS NOT TO BE USED WITHOUT THE PERMISSION OF VINYL INDUSTRIES, INC.

