

Joel Kester  
205 Alpine Dr.  
Alpine Utah 84004

ENT 63857 BK 4682 PG 413  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Jun 25 2:31 pm FEE 40.00 BY JRD  
RECORDED FOR MERIDIAN TITLE CO

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**RESTRICTIVE COVENANTS AND CONDITIONS**  
**of**  
**WILLOW CANYON SUBDIVISION, PHASE I-A, I-B AND 2-B**

179295  
WHEREAS, the undersigned, being the Owners of the following described real property located in the Alpine City, Utah county, state of Utah, co-wit: ALL LOTS contained in Willow Canyon Subdivision, Phase I-A I-B and 2-B, according to the plat thereof, as recorded in the office of the County Recorder; do hereby establish the nature of the use and enjoyment of all lots in said phases of said subdivision and so declare that all conveyances of said lots shall be made subject to the laws of the State of Utah, and also to the following conditions, restrictions and stipulations:

**RESIDENTIAL RESTRICTIONS AND COVENANTS**

1. No lot shall be used except for residential purpose, except for any area designated on the official plat otherwise.
2. No building shall be erected, altered, placed on any lot other than one single-family dwelling and auxiliary out buildings as permitted by in the zone or by authority of existing law, and permitted by these restrictions.
3. No residence or out building shall be allowed with a roof pitch less than 6/12 pitch or in excess of a 14/12 pitch, unless approved by the Architectural Committee.
4. East of the High Bench Ditch no building shall be allowed to exceed a height of 25 feet above natural grade unless approved by both the Alpine City Council and the Architectural Committee.
5. The construction of all outbuildings and fences must be approved by the Architectural Committee. No barn, shop, garage, or any other outbuilding shall be built of any other material other than "permitted materials" (excluding green houses which with the approval of the Architectural Committee, said approval not to be unreasonably withheld, may be glass or material of equal quality.), unless approved by the Architectural Committee. On lots under 39,500 square feet in area, no outbuilding shall exceed one story, said story not to exceed 12 feet above natural grade plus roof, with a total height not to exceed 25 feet above natural grade. No out building shall exceed 1,200 square feet of floor space, with no total combined wall dimension exceeding 40 feet in length on any elevation, unless approved by the Architectural Committee. On lots exceeding 39,500 square fee this size can be exceeded if approved by the Architectural Committee.

6. Permitted materials for construction of all primary residence (and outbuildings unless otherwise permitted) shall be brick, stone or masonry. Stucco exterior is permitted provided that a minimum of 20% of the exterior of the building, excluding the roof, is of "approved materials". Aluminum, wood or vinyl trim may be used on the home not to exceed 10% of the exterior area of the house excluding the roof. If the design of a home conforms to the standards of the subdivision, wood exterior may be used if approval is obtained by the Architectural Committee. Large areas of colors that are noticeably darker or lighter than the natural landscaping are not allowed unless approved by the Architectural Committee. It shall be the duty of the Architectural Committee to restrict colors and shading that does not blend into the natural landscaping.

7. All construction material must be new or of the same quality.

8. No carports, lean-tos, metal patio coverings or awnings shall be permitted. Each home shall have a minimum of two a car garage with functional metal or wood doors or doors of equal quality.

9. No commercial vehicles other than a pickup truck shall be parked on a lot. Business materials, building materials, non-working equipment or unsightly materials shall not be stored visibly on any lot. No trailers longer than 24 feet shall be stored on a lot except inside a garage or an out building.

10. Construction, once begun, must be completed within 14 months, and building material must be removed within 60 days of completion of construction.

11. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved (and signed) by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. No fence made of wire, chain link or of a nature that would impede the natural movement of any wild life natural to the area shall be allowed except to contain pets and no fence of this nature shall be allowed within 15 feet of a lot line. In addition, no fence shall enclose more than 30% of any lot. Materials that have a bright or reflective surface may not be used for fencing.

12. No dwelling shall be permitted on any lot that has a market cost of less than \$200,000.00 exclusive of lot, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the date these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The finished floor area or the finished main structure exclusive of open porches and garages, shall be not less than 2,000

square feet on the main floor, unless approved by the Architectural Committee. It is the intent of these restrictions that consideration be given to approve smaller homes if those homes are of high quality and will not detract from the value of the neighborhood. In the event that an Owner elects to have a 3 car garage, the requirement of square footage shall be reduced 100 square feet.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Committee will be permitted on any lot. No automobiles, trailers, boats, or other vehicles are to be stored in front or side lots unless they are in running condition, properly licensed and are being regularly used. All exteriors of homes, improvements and stored equipment or vehicles must be kept in good repair.

14. No structure of a temporary character, either a trailer, basement, boat, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, except during the construction of the primary residence and then only with the approval of the Municipal authority and the Architectural Committee.

15. No signs of any kind shall be displayed to the public view on any lot except a professionally prepared sign of not more than 5 square feet in area, advertising the property for sale, or signs not to exceed 48 square feet in area used by a Builder, Contractor or Developer to advertise the property during the initial construction and sales period.

16. Except for a period not to exceed 30 days, no animals shall be allowed, raised, bred or kept on any lot, except as follows:

Subject to the laws of the Municipal authority, household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or kept on a leash or under handler's control; and a lot owner shall be allowed to keep 6 ducks or geese or similar fowls, 12 chickens and 20 pigeons.

Other animals permitted by the regulations of the Municipal authority may be permitted with the permission of both 1. All lot Owners within 400 feet of the location where the animals will be kept, and 2. The Architectural Committee.

In the event any animals kept on a lot causes an unpleasant odor, a health hazard, excessive noise or is a public nuisance, in the opinion of the Architectural Committee, the lot Owner must remove said animal within 60 days of notice from the Architectural Committee.

No animal is allowed that, in the opinion of the Architectural Committee, disrupts the peace and natural cycles of wild life that inhabits or crosses the subject property.

17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of trash and such material shall be kept in a clean and sanitary condition. No unsightly materials or other objects are to be stored on any lot in view of the general public. Soil disturbed during construction must be graded and landscaped or restored to natural condition within 12 months of construction completion.

18. Trees, lawns, shrubs or other plantings, natural or which may have been planted by previous owners or the Developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All areas of the lots disturbed by construction must be restored to natural vegetation or fully landscape within 12 months of completion of construction of the primary residence. Landscaping plans must be approved by the Architectural Committee and plans may be denied which detract from the natural landscape of the area. In addition to any other requirements by Alpine City, no clearing of natural vegetation can be done without approval of the Architectural Committee. If any clearing is done without the approval of the Architectural Committee then at the request of the Committee the lot Owner shall be required to restore the vegetation to a natural condition at the expense of the lot Owner. A minimum of 40% of all lots above High Bench Ditch must be kept in natural vegetation on lots smaller than 30,000 square feet and a minimum of 50% of all lots above High Bench Ditch must be kept in natural vegetation on lots 30,000 square feet or larger. If areas in excess of the allowed area is disturbed by the construction process then the lot Owner must restore the excess area to natural vegetation within 48 months of the completion of the construction of the home on that lot. Areas that must be disturbed or restored because of damage by flooding or fire, to preserve water rights, to provide right of ways or easements for public utilities or public infrastructure, or as required for the public health or welfare, to protect against risk of wildfire, flood, landslide or other natural disasters or to comply with building codes, slope ordinance or rules and regulations of the Municipal authority shall not be calculated as area disturbed by the Owner of a lot.

19. No structure, planting or other material shall be placed or permitted to remain or shall other activities be undertaken which damages or interferes with established natural slope (except as permitted in other provisions of these restrictions), if that activity create erosion, unsightly or unsafe conditions. If

*erosion or sliding problems develop on a lot by natural causes it shall be the obligation of the lot Owner to take reasonable and immediate action to mitigate any condition that could cause damage to the value of an property.*

20. *No natural slope can be altered with the addition of more than 5 feet of fill without approval of the Architectural Committee. No natural slope can be altered in a way that would cause a loss of privacy of a neighbor. All excess fill created from excavation of the construction site must be removed from the site within 12 months of completion of the construction of the home.*

21. *No motorized equipment or yard maintenance equipment may be operated outside of a building between the hours of 8:00 p.m. and 8:00 a.m.*

22. *Not including wall mounted entrance lighting lower than 8 feet above original grade, all exterior lighting must be hooded so that the source of illumination is not directly visible from areas not on the building pad upon which the lighting is placed. No indirect exterior lighting shall be allowed which in the opinion of the Architectural Committee casts light of the building pad to the extent that the illumination would unreasonably interfere with the enjoyment of other lot Owners.*

23. *Roof mounted solar panels shall not be permitted unless they are integrated with the roof line, roof design, roof shade and color. Antennas and other receiving equipment are not allowed to be mounted on roofs.*

24. *Any owner that violates or allows other occupants to violate these restrictive covenants shall be subject to fines set by the Architectural Committee. Said fines shall be effective unless rescinded by a majority of the lot owners either by vote at a meeting of the owners or by signed petition.*

25. *If these restrictive covenants are recorded on any other phases of Willow Canyon Subdivision or on any other adjoining land then one Architectural Committee shall serve all the phases and adjoining land and have authority over all the phases and lots within those phases and adjoining land.*

26. *After the period of construction of the primary residence, except in a garage or approved out building, no boat, trailer, recreation vehicles can be stored, constructed or repaired on any lot.*

### **ARCHITECTURAL COMMITTEE**

27. *After 65% of the lots are sold by the Developer, a majority of the Lot Owners may designate a representative or representatives to act as the architectural Committee and enforce these restrictions. At the digression of the Lot Owners there may be 1, 3, 5 or 7 members on the committee. If one member cannot serve, the remaining members of the committee shall have full authority to select a successor until such time as a majority of the Lot Owners*

designate a replacement. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. In the event that no committee is maintained by the Lot Owners, then any Lot Owner may assume the responsibility of the enforcement of the provisions of this document. Before 90% of the lots are sold by the Developer, then the Developer shall have the power to change the membership of the committee.

28. The Committee's approval or disapproval as required in these covenants shall be in writing and be constituted by a majority of the members of the Committee. In the event the Committee, or its representative fail to approve or disapprove within 20 days after the plans and specifications have been submitted to it (receipt required as evidence of submittal); and the Lot Owner notifies all members of the committee of the alleged "non-action"; and 10 days pass from the date of the notice with no action forth coming from the Architectural Committee during that period; then approval of plans will not be required. Notice of the "non-action" must be by registered U.S. mail or personal service by a disinterested party.

29. All Lot Owners, by accepting title to their lot, waives any and all rights to pursue damages either actual or punitive, court costs or attorney's fees against the Architectural Committee, the Developer or any other Lot Owner for actions or delays caused by the attempt to enforce the provisions of this document, however the Lot Owner may seek an order of the Court to reverse a decision of the Committee if the Lot Owner can prove the decision of the Committee is unfair, arbitrary, serves no reasonable end or does not comply with the conditions of this document or City, County, State or Federal law.

### **GENERAL PROVISIONS**

30. Prior to the sale of half of the lots in a phase by the Developer, these provisions may be amended, enlarged or deleted by the Developer, provided such changes do not significantly alter the value of the lots affected.

27. In the event local law permits the construction of structures which are prohibited by these restrictions and covenants, the restrictions or prohibitions of this document shall prevail.

31. 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 75 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the lots is recorded, agreeing to change said covenants in whole or in part.

32. These covenants may be altered at any time with the approval of both  
a. The Municipal authority and, b. With written agreement of a 3/4s majority of  
the Lot Owners, or as allowed by State law which ever is more restrictive.

33. The Architectural Committee or any lot owner affected by these  
restrictions may enforce these restrictions by proceedings at law or in equity  
against any person or persons that violate any covenant either to restrain  
violation or to recover damages.

34. Invalidation of any one of these covenants by order of court shall in  
no way effect any of the other provisions which shall remain in effect.

*J. Kester* GP Chrysalis Co  
Owner  
*J. Kester* Pres Sundial Inc

State of Utah )  
                                  :SS  
County of Salt Lake )

On June 1, 1998, personally appeared before me Joel Kester who did say  
that he is an owner of the above property and that he did sign the above  
document.

Notary Public *Sharon Kearns* My Commission Expires *11/15/2001*

