

When Recorded, Return to:  
Graden P. Jackson  
9350 S 150 E Ste 820  
Sandy, UT 84070

Tax Parcel Numbers: 66:579:0001; 66:579:0002; 66:579:0003 & 66:579:0004

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
SUMMIT POINTE SUBDIVISION**

This Declaration of Protective Covenants, for SUMMIT POINTE SUBDIVISION (“**Declaration**”) is made and executed as of Nov. 30<sup>TH</sup>, 2022, by SIX BLUE BISON, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant, together with the Initial Owner, own certain real property located in Utah County, Utah, a legal description of which is attached as Exhibit A to this Declaration (“**Property**”).

B. Declarant and the Initial Owner intend to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Development. The purpose of this Declaration is to protect the neighborhood and ensure the long-term attractiveness through high quality, timeless architectural design that will benefit Owners through improving land values over time and maintaining cohesiveness in the Development.

C. This Declaration shall run with the land. The Declaration shall remain in full force and effect in the event of a transfer of title of a Lot from an Owner to another party. Owners are responsible to notify the Architectural Control Committee in the event of a transfer of title to another party.

D. Declarant has caused to be incorporated under the laws of the State of Utah, as a non-profit corporation, Summit Pointe Homeowners Association for the purpose of exercising the forgoing functions.

**DECLARATION**

Declarant and the Initial Owner hereby declare that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will

run with the Property and will be binding upon, and will inure to the benefit of, all parties having or acquiring any right, title, or interest in or to the Property or any part thereof.

1. **Definitions.**

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 **Additional Property.** The four (4) Lots of real property situated in the City and depicted in Exhibit B to this Declaration which is attached hereto and incorporated herein by this reference. The depiction of the Additional Property set forth in Exhibit B is solely for purposes of identification, and this Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Property unless and until such portion is added to the Development in accordance with the provisions of Article 9 of this Declaration.

1.2 **Applicant.** Any Owner seeking to construct improvements on its Lot who submits an Application to the Committee.

1.3 **Application.** Defined in Section 6.3.

1.4 **Approval** (or other forms of the word, whether capitalized or not) means, unless otherwise specified in this Declaration: (a) with regard to Declarant, the Association, the Board, or the Architectural Review Committee: advance written approval; (b) with regard to the Members: approval by the requisite percentage of votes entitled to be cast by the Members participating in a duly called meeting in person, by proxy or by written ballot.

1.5 **Architectural Review Committee.** The committee appointed pursuant to Article 6 (the "Committee").

1.6 **Articles.** The articles of incorporation of the Association, as may be amended from time to time.

1.7 **Assessments.** All assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with the Governing Documents.

1.8 **Association.** Summit Pointe Homeowners Association, a Utah non-profit corporation (and its successors and assigns).

1.9 **Board.** The board of directors of the Association.

1.10 **Building.** A single-family residential structure located on the Property.

1.11 **Bylaws.** The bylaws of the Association, as may be amended from time to time.

1.12 **City.** Alpine City, Utah.

1.13 **Common Areas.** (i) The road described as the access road that connects with Lakeview Drive and provides access to all four lots on the Plat, and (ii) the areas identified for landscape maintenance.

1.14 **County.** Utah County, Utah.

1.15 **Declarant.** Six Blue Bison, LLC, a Utah limited liability company, and its successors and assigns if such successor or assignee acquires all of Declarant's interest in the Property under this Declaration (or less than all of Declarant's interest in the Property under this Declaration if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration).

1.16 **Declarant Control Period.** The period beginning on the date this Declaration is recorded and ending on the first to occur of the following: (a) sixty (60) days after 100% of the Lots have been sold and conveyed to Owners other than Declarant; or (b) sixty (60) days after Declarant elects in writing to terminate the Declarant Control Period.

1.17 **Declaration.** This Declaration of Protective Covenants for The Summit Pointe Subdivision.

1.18 **Design Guidelines.** The rules and regulations as may be adopted by Declarant, and as the same may be amended or supplemented by Declarant in its sole discretion, setting forth the standards for development of the Lots.

1.19 **Development.** The real property situated in the County and described in Exhibit A, together with any real property hereafter added to the Development in accordance with the provisions of Article 9 of this Declaration, to be known as "The Ridge at Alpine Subdivision".

1.20 **Guest.** Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a period of time.

1.21 **Initial Owner.** Six Blue Bison, LLC, a Utah limited liability company.

1.22 **Lot.** Any area of real property within the Development designated as a Lot on any Plat recorded or approved by Declarant.

1.23 **Member.** Any Person holding a membership in the Association pursuant to Article 2.

1.24 **Owner.** Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.25 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.26 **Plat.** Any subdivision plat or record of survey map affecting the Property and filed in the official records of the County recorder, as such may be amended from time to time, including but not limited to any such recorded plats or maps respecting all or any portion of the Additional Property.

1.27 **Property.** Real property described in Exhibit A together with any Additional Property hereafter annexed pursuant to the provisions of Article 9.

1.28 **Residence.** A building located upon a Lot and designated for separate residential occupancy, including a house.

1.29 **State.** State of Utah.

1.30 **Supplemental Declaration.** An amendment or supplement to this Declaration filed pursuant to Article 9 which subjects Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described thereon. In the event of any conflict between this Declaration and any Supplemental Declaration, the terms of this Declaration shall control.

1.31 **Tenant.** Any Person who is leasing or renting a Residence or Lot.

## ARTICLE 2 MANAGEMENT OF THE ASSOCIATION

2.1 **Organization.** The Association will be a Utah non-profit corporation and will have the property, powers, and obligations set forth in this Declaration for the benefit of the Property and all Owners. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated association existing immediately before its dissolution will automatically vest in the successor unincorporated association, and such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles and Bylaws as if they had been made to constitute the governing documents of the unincorporated association.

2.2 **Membership.** Every Owner of one or more Lots within the Development, including Declarant, will be a Member of the Association. Such membership will begin automatically when a Person becomes an Owner and will continue until the Person is no longer an Owner, at which point the membership will expire automatically.

2.3 **Voting Rights.** Subject to and expressly as otherwise provided in the Articles and/or Bylaws, each Member will be entitled to one vote for each Lot owned, except that no more than one vote may be cast with respect to any one Lot. When a Lot is owned by multiple Owners,

all such Persons will be Members and the vote for such Lot will be exercised as the Owners among themselves determine. However, if the Owners of a Lot cannot agree on how to exercise their vote with respect to a pending matter, any such Owner may deliver notice of such disagreement to the Association before the vote is finalized, and the vote will then be disregarded with respect to such matter.

2.4 **Administrator.** The Board may elect one Member to be an administrator to coordinate maintenance described herein, calling attention to any necessary shared interest or concerns of the Owners.

### ARTICLE 3 MANAGEMENT OF THE ASSOCIATION

3.1 **Board of Directors.** The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. The Board will be composed of three directors, who will be elected by the Members and whose terms and qualifications will be set in accordance with the Bylaws.

3.2 **Liability.** A director or officer of the Association will not be liable to the Association or any Member for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of their duties, except for acts of gross negligence or intentional acts. If any director or officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association will indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

### ARTICLE 4 POWERS AND OBLIGATIONS OF THE ASSOCIATION

4.1 **General Powers and Obligations.** The Association will have, exercise, and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State.

4.2 **Specific Powers and Duties.** The powers and duties of the Association will include, without limitation, the following:

- (a) Maintenance. The Association will maintain the Common Areas as follows:
  - (i) Routine Maintenance;
  - (ii) Road Maintenance;
  - (iii) Repair;

(iv) Snow Removal;

(v) Landscaping in accordance with the Landscaping Plan, attached hereto as Exhibit C;

(b) **Assessments.** The Association will adopt budgets and impose and collect Assessments as provided in Article 5.

(c) **Services.** The Association may provide or contract for such services as the Board may reasonably deem to maintain the Common Areas.

(d) **Maintenance Expansion.** Through a majority vote of the Members, the Association may add or remove maintenance and services described in Section 4.2(a), including expanding or reducing the Common Areas.

4.3 **Implied Rights and Obligations.** The Association may exercise any other power reasonably implied by, or necessary to carry out, an express power given to the Association under this Declaration.

#### ARTICLE 5 ASSESSMENTS

5.1 **Purpose of Assessments.** The Assessments levied by the Association will be used exclusively to maintain the Common Areas.

5.2 **Collection Frequency.** The Assessments will be collected monthly. In the event the maintenance of the Common Areas requires more than the amount collected from monthly Assessments, the excess amounts will be billed to Owners in equal amounts. In the event the maintenance of the Common Areas requires less than the amount collected from monthly Assessments, the overage will be reimbursed to Owners in equal amounts except where the Board directs such overage to be saved for future maintenance of the Common Areas. The Board may place excess Assessment amounts collected into a reserve fund to be used for future maintenance of the Common Areas.

5.3 **Amount Determined.** During the last ninety (90) days of a calendar year, the Board shall determine the amount of Assessment to charge during the next calendar year based on historical costs. The Assessment may include the collection of funds for the future maintenance of the Common Areas.

5.4 **Transfer Fee.** Each buyer of a Lot shall pay to the Association a transfer fee in the amount of \$10,000.

#### ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

6.1 **General.** In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design and to protect and promote the value of the Development, all exterior design, landscaping and changes or alterations to

existing use, landscaping and exterior design and development shall be subject to design review by the Committee. For so long as the Committee shall be in existence, no construction activities of any kind shall occur on a Lot without the approval of the Committee. Construction activities shall include (by way of example only and without any limitation whatsoever):

- (a) excavation, grading, filling, draining, landscaping, or planting or removal of existing vegetation;
- (b) construction or installation of any Residence, garage, outbuilding, parking area, driveway, tennis court, walkway, swimming pool, outdoor hot tub or spa; or
- (c) construction or installation of any fence, wall, curb, pool, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment, or any other temporary or permanent structure.

6.2 **Composition of Committee.** During the Declarant Control Period, the Committee shall consist of three persons designated by the Board (or its authorized designee(s)). Members of the Committee need not be Owners. Upon the expiration of the Declarant Control Period, the existence of the Committee shall terminate and any requirement contained in this Declaration to obtain Committee approval shall cease to be effective.

6.3 **Application.** Any Owner seeking to construct improvements must submit an application (each an “**Application**”) to the Committee for approval. An Application shall include the following items prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process:

- (a) plot plans to scale showing the entire site, the Residence and accessory structures, garages, walks, drives, fences, lights, and retaining walls.
- (b) detailed floor plans showing dimensions and measurements.
- (c) detailed elevations showing existing and finished grades and contours including those at the outside corners of the Residence and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- (d) complete descriptions of, and color and material samples for, the exterior surface of the Residence.
- (e) detailed sections, cross and longitudinal.
- (f) details of cornices, porches, windows, doors, garages, garden walls, steps, patios, carriage lights, etc.
- (g) such additional information as may be requested by the Committee or as may be reasonably necessary to consider any Application.

The Committee may waive certain Application requirements depending on the nature of the proposed improvements. Additionally, Declarant may adopt Design Guidelines, in which case, Declarant shall also be guided in reviewing Applications by the Design Guidelines.

6.4 **Standard.** The Committee may approve or disapprove any Application in its sole discretion and for purely aesthetic reasons.

6.5 **Approval Procedure.** The Committee will make a determination on each Application within thirty (30) days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within five (5) days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within sixty (60) days after receipt of a completed Application, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

6.6 **Assistance.** The Committee may retain the services of one or more consulting architects, landscape architects, engineers, urban designers, or other professionals, who need not be licensed to practice in the State, to advise and assist the Committee in reviewing an Application.

6.7 **Fees.** The Committee may charge a reasonable fee for reviewing an Application (“**Review Fee**”) and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, landscape architects, engineers, urban designers, or other professionals, whom the Committee may employ as it deems necessary to perform the review. The Committee may also require an Applicant to submit a deposit (“**Deposit**”) to ensure that the Applicant (a) keeps its Lot in a condition so as to prevent the rubbish and debris that accumulate during the construction or landscaping process from blowing or collecting on neighboring Lots and streets; (b) reasonably cleans up its Lot at or near the completion of the construction or landscaping process; (c) repairs any damage to the Property caused by the construction or landscaping process; and (d) otherwise complies in all respects with the provisions of this Declaration. The Committee may require that an Applicant pay the Deposit before beginning construction of the improvements or at any time during the construction period. Upon satisfactory completion of the construction of the improvements, the Committee will return the balance of the Deposit to the Applicant. The Committee may change the amount of the Review Fee or the Deposit at any time to cover increasing costs.

6.8 **Majority Action.** A majority of the members of the Committee will have the power to act on behalf of the Committee and shall have the power to act without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members.

6.9 **Liability.** No Committee member will be personally liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith.



6.10 **Nonwaiver.** Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

6.11 **Effective Period of Consent.** The Committee's consent to any Application will automatically be revoked one (1) year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

**ARTICLE 7  
COVENANTS, CONDITIONS, AND RESTRICTIONS.**

**7.1 Permitted Use.**

(a) **Residential Use.** Subject to the provisions of Section 7.1(b), the Lots will be used for single-family residential purposes only.

(b) **Commercial Use Restricted.** No trade, craft, business, profession, or commercial activities of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on the Property. However, the following will be permitted: (i) activities relating to the rental or sale of Lots; (ii) the right of Declarant or any contractor to construct improvements on a Lot, to store construction materials and equipment on a Lot in the normal course of construction, (iii) the right of Declarant to use any Residence as sales or rental office or as a model Residence for purposes of sales or rental in the Development; and (iv) the right of an Owner to maintain its professional library, records, or accounts, or to communicate with professional associates, clients, or customers in its Residence, as long as there is no external evidence thereof.

(c) **Leases.** No Lot may be leased for a period of less than thirty (30) days. Any lease agreement will be in writing and will provide that the terms of the lease are subject to this Declaration, and that any failure by the Tenant to comply with this Declaration will be considered a default under the lease. No Lot will be subjected to time interval ownership.

(d) **Transient Lodging Use Prohibited.** Lots may not be rented for transient lodging, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers.

(e) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind may be used at any time for a residence, either temporary or permanent. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements, or signs necessary or convenient to the development, marketing, or sale of property within the Project.

(f) **Drilling, Mining Prohibited.** No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration, or similar activities will be permitted on the Property.

(g) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

7.2 **Permitted Structures.** No structures will be erected or permitted to remain on any Lot except Residences (and structures normally accessory to Residences) that comply with this Declaration. Any structure erected on a Lot must harmonize in design and materials with the Residence on the Lot. City Ordinances shall govern the height of Residences. Accessory Buildings will be permitted in accordance with City Ordinance. Detached garages may be allowed with the prior written approval of the Committee and subject to this Declaration. All garages shall be a minimum of three car and where possible shall not directly face the street. Large patio structures, trellises, gazebos, and any other appurtenant structures shall be constructed of materials consistent with or complimentary to the colors, textures, and materials approved for the Residence and shall be complimentary to the architecture of the Residence and subject to the prior written approval of the Committee. No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mine, or similar structure designed for use in drilling for oil, natural gas, water, or minerals will be erected or maintained on any Lot.

7.3 **Size.** A rambler style, one-story Residence shall be not less than 6,000 finished square feet above grade for all Lots. Any two-story Residence shall have not less than 2,700 square feet on the main floor and not less than 1,000 total finished square feet above the main floor. Split entry Residences are prohibited. The foregoing square-footage requirements do not include garages, porches, verandas, patios, eaves, overhangs, or steps.

7.4 **Building Location.** No structure shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building setback as required by City ordinance. In an effort to improve curb appeal and provide additional variety and aesthetic movement throughout the neighborhood, the Committee may recommend additional front yard setback above and beyond the City ordinance.

7.5 **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, brick, or paving blocks. Asphalt/gravel is not permitted.

7.6 **Pools, Spas, Fountains, Game Courts.** Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring Residences and streets. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

7.7 **Fences and Walls.** Fences and walls are encouraged to be complimentary to the approved Residence colors and materials; provided, however, that all fences must be wrought iron and all walls must be made with rock. Use of landscaping materials for hedges and fencing is encouraged. All fences and walls may require a building permit from Alpine City and must have prior written approval of the Committee.

7.8 **Landscaping.** The front yard of each Lot (from the back of curb to the front line of the Residence) and any non-fenced side yard on the street side of a corner Lot (from the side lot line to the fence line) must be landscaped within one (1) year after a certificate of occupancy is issued for the Residence. The remainder of the Lot must be landscaped within two (2) years after a certificate of occupancy is issued for the Residence. Each Owner will install (if applicable) and maintain an outdoor sprinkler system for irrigation. Any trees, lawns, shrubs, or other planting located on a Lot shall be properly nurtured and maintained by the respective Owner of such Lot. Landscape plans, including fences, sheds, or structures, must be approved by the Committee. Owners will be required to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. A minimum of two trees of a specified type and size shall be planted in the parkway between the back of curb and sidewalk on each lot. No vinyl nor chain link fencing will be approved. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Development and must be approved by the Committee. Other than as described in this Section 7.8, a Lot is not required to be landscaped.

7.9 **Animals.** Owners may not feed or hunt wildlife within the Development. No wild or dangerous animals, cows, pigs, sheep, fowl, livestock, or animals, other than horses and ordinary household pets that do not constitute a nuisance, will be allowed on the Property. Horses, dogs and cats or other household pets belonging to Owners or their Tenants or Guests within the Property must be kept within an enclosure. The enclosure must be maintained such that the animal cannot escape therefrom. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Invisible fencing may be used where appropriate. All dogs must be restrained on a leash when off the Owner's Lot. Animal owners are responsible for immediately picking up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal, including horses, kept at or around a Lot be allowed to create a nuisance or disruption for neighboring Owners due to noise, odors or otherwise. Notwithstanding, those purchasing Lots acknowledge that they are moving into an area where there are property owners who have or will have rights to maintain large animals on their properties. Owners understand and agree not to oppose or further limit such animal property rights. Additionally, Owners understand that the area is subject to normal everyday sounds and odors and all other aspects associated with said animal lifestyle.

7.10 **Signs.** No signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than 5 square feet, provided, NO SIGN MAY BE PLACED ON ANY LOT ADVERTISING ANY LOT FOR SALE UNTIL DECLARANT HAS SOLD 100% OF ITS LOTS; (b) one political sign, no larger than 5 square feet; political signs must be removed within 48 hours after the occurrence of the election to which they pertain; (c) one sign, no larger than 40 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (d) traffic-control signs placed by the City; (e) temporary signs warning of an immediate danger; (f) signs placed by Declarant or its agents in connection with the sale of the Lots.

7.11 **Antennas.** No shortwave radio antennas or large ground mounted satellite dishes may be installed on any Lot. A single satellite dish, no larger than 48 inches in diameter, is permitted as long as it is placed or screened so that it is not readily visible from outside of the Lot or from neighboring Residences and streets.

7.12 **Solar Equipment.** Upon written approval from the Committee, solar panels and related equipment may be installed on a Lot; *provided; however*, that no solar panels and/or equipment may be installed on the roof of any Building unless such solar panels are aesthetically acceptable to the Committee. Solar panels and frames must be compatible with roof colors, all equipment must be screened from view.

7.13 **Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of Residences. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard building setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, motor homes, trucks over one ton capacity, boats, campers (on or not on a truck bed), buses, tractors, and maintenance or commercial equipment of any kind shall not be parked or stored outside on the Lots and must be parked in enclosed garages. Sufficient side yard gate access should be planned and provided for in the design of the Residence to permit ingress and egress of trailers and recreational type vehicles. The storage or accumulation of junk, trash, manure, or other offensive (in the sole opinion of the Committee) or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot.

7.14 **Utilities; Sewer; Drainage; Fuel; Service Facilities and Fees.**

(a) **Utilities.** All power lines and other utility cables will be buried underground. Owners must receive written approval from the Committee prior to the connection/construction of utilities.

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

(c) **Drainage.** It shall be unlawful for any Owner of any Lot to suffer or permit irrigation or water from the roof or eaves of any Residence, building, or other structure or from any source under the control of such Owner, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This is intended to require that the Owner maintain water on his Lot. Gutters and leaders will be connected to an underground drainage system.

(d) **Fuel.** No fuel, oil, gasoline, or other fuel storage tanks may be installed or maintained on a Lot.

(e) **Service Facilities.** Clothes lines, service yards, storage yards, and mechanical equipment on any Lot that are visible from outside of the Lot are prohibited.

(f) **Fees.** Utility connection, hookup, and impact fees will be paid by individual Owners for such Owner's Lot.

### 7.15 Construction.

All structures constructed on a Lot shall be of new materials, except pre-approved used brick and other similar materials, and shall be of good quality workmanship and materials. All structures shall be built with an appropriate and tasteful amount of hard surface (brick, stone, etc.) to match the architectural style of the home. Location and placement of the hard surface materials is as important as the amount of material. No aluminum or vinyl exterior siding Residences shall be permitted in the Development. Stucco may be used only in small areas of the home, per special written approval by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. All roofing materials must be of architectural grade 20-year asphalt shingles or better, i.e., shake, tile, slate, etc. Metal accents in roofing material is generally acceptable. Fascia, when used to fit the architectural style of the home, shall be a minimum width of eight inches. Unless otherwise approved by the Committee, no single or continuous exterior plane shall measure more than 24 feet in length and/or height before a change in depth of at least two feet nor shall any continuous exterior plane measure more than 24 feet in height before a change in offset, bay window, roof fascia, deck, or bump-out. Unless otherwise approved by the Committee, no foundation may be exposed more than twenty-four (24) inches above finished grade. Foundations that extend above this minimum must be covered in an approved material such as stone or brick. Windows must be constructed of either wood or clad wood. All windows must be double or triple glazed. No vinyl windows are allowed except in the basement foundation concrete. Roof pitches shall be consistent with the architectural style of the home. Each vent, stack, gutter, flashing, snow diverter, furnace flue, trim and metal work shall match the color of the surface to which it is attached or from which it projects. Vents, stacks, flues, and the like must be located out of the public view and combined to minimize roof penetrations. All fireplaces shall require a chimney, no direct venting will be allowed.

(a) No structure may be constructed on a Lot before the Residence is completed. The construction of any improvement on a Lot, including painting and all exterior finish, will be completed within eighteen (18) months after the beginning of construction.

(b) No construction materials may be placed or stored upon any Lot until the Owner is ready to begin construction of the improvements. Construction material will be kept within the confines of the Lot upon which the improvements are to be constructed. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period. All unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris.

**7.16 Construction Insurance.** Prior to commencement of construction of any structures on a Lot, the respective Owner of such Lot shall obtain, at its sole expense, and maintain during the performance of construction or shall ensure that its contractors and consultants of every tier maintain a Commercial General Liability policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence with an umbrella or excess liability insurance policy with additional coverage of at least \$2,000,000. This policy shall: (1) during the Declarant Control Period, name as additional insureds Declarant and such other persons as Declarant may designate; (2) be written by insurance companies rated A-VII or better by the A. M. Best Company and licensed to do business in the State of Utah; (3) protect and insure on account of any insurable loss or damage arising from injury or death to persons or damage or destruction to property caused by, or related to, or occurring within the Development, resulting from any act or omission of the

respective Owner, or its contractors of every tier, consultants and their respective agents, employees, licensees, invitees or contractors; and (4) waive subrogation against Declarant and any of its affiliates or principals. Each Owner agrees to indemnify, defend and hold harmless Declarant from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys fees) resulting from, arising out of or in connection with all construction occurring on such Owner's respective Lot, including damage caused by such Owner, or its contractors of every tier, consultants and their respective agents, employees, licensees, invitees or contractors.

7.17 **Easements.** Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as described on the Plat. Within these easement areas, no structure, planting, or other materials will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change, obstruct, or retard the flow of water through drainage channels in the easement areas. The easement area on each Lot and all improvements thereon will be maintained continuously by the Owner of such Lot, except for those improvements which a public authority or utility company is responsible for. Declarant hereby reserves an easement throughout the Development for the purpose of completing all improvements contemplated by this Declaration, including but not limited to improvements to the Additional Property. Declarant shall be entitled to use all streets within the Development to access the Additional Property in order to make improvements thereto and to continue with the construction of the Development.

7.18 **Nuisances.** No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any structure); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from outside the Lot.

(c) **Lights.** To limit light pollution, thoughtfully designed down-lighting or uplighting is encouraged. Only low-voltage landscape lighting shall be considered. Exterior lighting that is detached from the Residence will not be allowed unless approved by the Committee. Special approval may be requested for down-lighting in sports court areas, pool areas, and/or landscape areas but in the event approval is granted, a specific time at which such lights must be turned of may be a part of such an approval.

(d) **Sounds.** No continuously barking dogs, loudspeakers or other noises will be permitted to continue on any Lot in a way that might reasonably be expected to annoy or disturb other Owners, Tenants, or Guests, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Pests.** No Owner will permit any thing or condition to exist upon any portion of the Development which will induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

7.19 **Hazards.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive, or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

7.20 **Basements.** Each Owner assumes all risks associated with the construction of a structure below the top back of curb including the risk of flooding due to a highwater table. Each Owner agrees to indemnify and hold harmless Declarant and the Initial Owner, and any of their respective affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

7.21 **Repair of Building.** No building, structure or Residence on any Lot shall be permitted to fall into disrepair, and each such building, structure or Residence shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building, structure or Residence is damaged or destroyed, then, subject to the approvals required by Article 6, such building, structure, or Residence shall be immediately repaired or rebuilt or shall be demolished.

**ARTICLE 8  
ENFORCEMENT**

8.1 For so long as the Committee shall be in existence, the Committee is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. Upon the termination of the Committee in accordance with Section 6.2, each Owner is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. All costs, including attorneys' fees, of such enforcement will be borne by the Owner who is in violation of this Declaration. Except in case of emergency, the Committee or an Owner, as the case may be, will provide an offending Owner with notice of the violation of this Declaration. If the offending Owner has not cured the violation within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right to seek any remedy available under this Declaration or applicable law to enforce the terms of this Declaration.

**ARTICLE 9**  
**ADDITION OR WITHDRAWAL OF PROPERTY**

9.1 **Annexation of Additional Property.** There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Development and from time to time by adding to the Development the Additional Property or a portion or portions thereof which are now owned or hereafter acquired by it, and Declarant may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Development. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other Person (including any Owner) and shall be limited only as specifically provided in this Declaration. Any given portion of the Additional Property shall be deemed added to the Development at such time as a Supplemental Declaration containing the information required by Section 9.3 below has been recorded with respect to the portion of the Additional Property concerned.

9.2 **Rights and Statements Respecting Additional Property.** Declarant hereby furnishes the following information and statements respecting the Additional Property and Declarant's right and option concerning expansion of the Development by the addition thereto of the Additional Property or a portion or portions thereof:

(a) All of the Additional Property need not be added to the Development if any of such Additional Property is added. Rather, a portion or portions of the Additional Property may be added to the Development at any time and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Property which can be added to the Development or relative to the order in which particular portions of the Additional Property can be added to the Development.

(c) There is no limitation on the number of Lots Declarant may create or annex to the Development, except as may be established by City ordinance.

9.3 **Procedure for Expansion.** Each Supplemental Declaration by which an addition to the Development of any portion of the Additional Property is accomplished shall be executed by Declarant, shall be in recordable form, must be recorded in the office of the County recorder, and shall contain the following information for that portion of the Additional Property which is being added:

(a) Data sufficient to identify this Declaration with respect to that portion of the Additional Property being added.

(b) The legal description of the portion of the Additional Property being added.

(c) A statement that such portion of the Additional Property shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration.



(d) Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Declaration.

Upon the date any Supplemental Declaration contemplated above is recorded, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, this Declaration for the Development shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

9.4 **No Obligation to Expand.** Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Development of any or all of the Additional Property; (ii) the creation or construction of any Lot or other improvement; (iii) the carrying out in any particular way or within any particular time of any development or addition which may be undertaken; or (iv) the taking of any particular action with respect to any portion of the Additional Property. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Property or any portion thereof shall be binding as to such of the Additional Property as is never added to the Development.

9.5 **Withdrawal of Property.** Declarant may withdraw all or a portion of the Property from the provisions of this Declaration at any time. Owners may withdraw their respective Property from the provisions of this Declaration only by duly adopted amendment to this Declaration. Such withdrawal will be affected by a declaration executed by Declarant and recorded in the office of the County recorder.

#### ARTICLE 10 AMENDMENT AND REPEAL

During the Declarant Control Period, this Declaration may be amended with the approval of at least sixty-seven percent (67%) of the Owners, together with the approval of Declarant; provided, however, Declarant may also unilaterally amend this Declaration at any time and from time to time: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, ordinance, rule, regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections to fix mistakes or remove/clarify ambiguities; (c) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Development or any Lot; or (d) if Declarant deems such amendment necessary in its discretion, so long as such amendment does not cause a material adverse impact. After the expiration of the Declarant Control Period, this Declaration may be amended with the approval of at least sixty-seven percent (67%) of the Owners. However, no amendment under this Section will create, limit, or diminish special Declarant rights without Declarant's written consent.

**ARTICLE 11**  
**MISCELLANEOUS**

11.1 **Joint Owners.** Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

11.2 **Tenants and Guests.** Tenants and Guests using the Property under rights derived from an Owner will comply with the applicable provisions of this Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner itself.

11.3 **Construction; Severability; Number; Captions; Exhibits.** This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

11.4 **Approvals, Notices, and Other Writings.**

(a) Unless the Committee has been terminated pursuant to Section 6.2, within fifteen (15) days after taking title to a Lot, the Owner of the Lot will provide the Committee with the Owner's postal address (if other than the address at the Lot), phone number, fax number, and email address (if available), and will provide the Committee with a copy of the instrument by which the Owner acquired title to the Lot. Unless the Committee has been terminated pursuant to Section 6.2, an Owner will notify the Committee of any change in its contact information within fifteen (15) days after the change.

(b) Declarant and the Committee may deliver any approval, notice, or other writing permitted or required to be delivered to an Owner under this Declaration: (i) in person, or (ii) by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid. Delivery of such notice or other writing will be deemed made two (2) business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the address provided pursuant to Section 11.4(a) (or at the Lot).

(c) Any approval, notice, or other writing required to be delivered to Declarant or the Committee under this Declaration will be delivered in person, by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid, and addressed as follows: if to Declarant (or the Committee during the Declarant Control Period) Jake@bluebisondev.com. Delivery of such notice or other writing will be deemed made two (2) business days after having been deposited with the United

States Postal Service or nationally recognized commercial carrier, addressed to the applicable address.

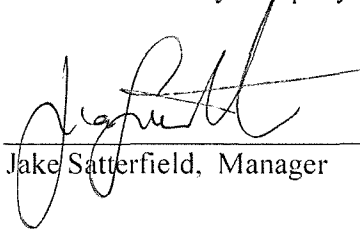
*[Signatures and Acknowledgments on Following Pages]*

**SIGNATURE PAGE TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
SUMMIT POINTE SUBDIVISION**

Declarant and the Initial Owner have executed this Declaration as of the date first set forth above.

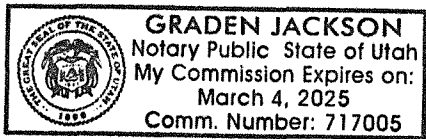
**DECLARANT & INITIAL OWNER**

SIX BLUE BISON, LLC  
a Utah limited liability company

By:   
\_\_\_\_\_  
Jake Satterfield, Manager

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2022, by Jake Satterfield, the Manager of Six Blue Bison, LLC, a Utah limited liability company.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 1, 2, 3 AND 4, PLAT "A" SUMMIT POINTE, including a vacation of Lot 3 of Falcon Ridge Subdivision Plat "A", according to the official plat thereof, as recorded in the office of the County Recorder, Utah County, State of Utah.

Lot 1 Tax Parcel No.: 66:579:0001  
Lot 2 Tax Parcel No.: 66:579:0002  
Lot 3 Tax Parcel No.: 66:579:0003  
Lot 4 Tax Parcel No.: 66:579:0004

**EXHIBIT B**

DEPICTION OF THE ADDITIONAL PROPERTY



**EXHIBIT C**  
LANDSCAPE PLAN