

When recorded, return to:  
Cottonwood Title Insurance Agency, Inc.  
746 East Winchester Street #100  
Salt Lake City, UT 84107

CTIA#108286-WHP

**COVENANTS, CONDITIONS AND RESTRICTIONS AND  
NOTICE OF MASTER PLAN AND DESIGN GUIDELINES  
AND GRANT OF EASEMENTS**

apn#30-05-153-009

**(For Recording Purposes)**

**COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF MASTER PLAN AND DESIGN GUIDELINES AND GRANT OF EASEMENTS made as of December 11, 2018 by and between POW HOUSE LLC and POWDER RIDGE ASSOCIATION OF UNIT OWNERS, a Utah corporation (the "Association"), their successors and assigns, who agree as follows:**

- 1. Property. Owner is the owner of the real property (the "Property") situated in the Town of Alta, County of Salt Lake, State of Utah, and particularly described in Exhibit A attached hereto and incorporated herein by this reference. The Property is part of the Powder Ridge Planned Unit Development, which encompasses the Powder Ridge Condominiums (the "Project").**
- 2. The Association. The Association is an entity formed pursuant to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (1953, as amended).**
- 3. Covenants of Owner and the Association. Owner and the Association hereby enter into the following covenants, conditions and restrictions affecting the Property which both benefit and burden the Property, and the other property constituting the Project and which run with the land.**

**3.1 Covenants of Owner and the Association. Owner hereby covenants with the Association as follows:**

- (a) Development in Accordance with Master Plan and Design Guidelines. Owner shall construct all buildings and other improvements on the Property and develop the Property in full accordance with the attached Master Plan and Design Guidelines.**
- (b) Compliance with Laws. Owner shall own and operate the Property in compliance with all applicable laws, regulations and ordinances which affect the Property or which may affect the Property in the future.**

12900918  
12/11/2018 12:08:00 PM \$68.00  
Book - 10737 Pg - 5350-5365  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 16 P.

**3.2 Covenants of Owner to the Association. Owner hereby covenants with the Association as follows:**

**Covenant to Pay Assessments of the Association. Owner, Owner's heirs, successors and assigns, agree to pay to the Association the proportionate share of the "Common Expenses," as such term is defined in Section 2 of the Declaration, including but not limited to, the Common Expenses attributable to an on-site manager's unit and said manager's salary, management fee and other expenses, road maintenance, repair and snow removal, garbage removal and all utilities which are not separately metered, but specifically excluding the Common Expenses attributable to the maintenance, repair, insurance and capital improvements to buildings located within the Project (except for the manager's unit). For purposes hereof the term "proportionate share" shall be defined to mean the quotient obtained by dividing each individual owner's square footage (including garages) by the total square footage of all condominium buildings and homes at Powder Ridge, including Owner's home but excluding the resident manager's unit. Owner's share of the Common Expenses referred to above shall be computed as if the Property were part of the "Land" described in Section 3 of the Declaration and the Association shall have all of the rights pertaining to Assessments as are set forth in the Declaration as if the Property were part of the Powder Ridge Condominium Regime.**

It is understood and agreed that the current formula for calculating the assessments on the Property is based on square footage (including garages) — units and homes pay a pro-rata share (Exhibit D) of all PUD common area expenses. Said assessments and charges are billed on a quarterly basis. Owner shall pay all other costs and expenses of the Property, including property taxes, utilities, maintenance, and repairs.

**4. Master Plan and Design Guidelines. The Town of Alta approved the Amended Master Site Plan for the Powder Ridge PUD (the "Master Plan") on April 28, 2009. Design Guidelines (the "Design Guidelines") have been amended to reflect this Master Plan. Attached hereto as Exhibit B is a copy of the Master Site Plan and Design Guidelines. Reference must be made to the Master Site Plan and Design Guidelines for the terms and conditions thereof. In the event of a conflict between the terms of this document and of the Master Plan or Design Guidelines, the terms of the Master Plan and Design Guidelines shall govern.**

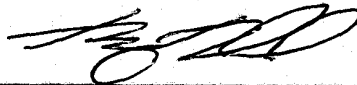
**5. Grant of Easements. The Association hereby grants to Owner a non-exclusive easement for pedestrian and vehicular ingress, and egress and for connection to public utilities over, across, under and through "Powder Ridge Drive" and "Powder Ridge Court" as the same are described in the Declaration of Condominium for Powder Ridge (the "Declaration") and the**

Record of Survey Map (the "Map") recorded in the official records of the Salt Lake County, Utah Recorder's office as the same may be amended from time to time (such areas of real property affected by the foregoing easements, as the same are amended from time to time, are referred to herein collectively as the "Easement Area"). Nothing contained herein shall allow the Association to amend the Declaration or the Map in any respect which would materially interfere with the easements granted herein.

6. **Easements, Covenants, and Obligations Run with the Land.** The easements set forth herein and the covenants and obligations of the Association and Owner hereunder shall run with the Property and the Easement Area and shall be binding upon and inure to the benefit of the Association, Owner, and their respective successors and assigns in the Property and the Easement Area.

IN WITNESS WHEREOF, the parties have executed this Covenants, Conditions and Restrictions and Notice of Master Plan and Design Guidelines and Grant of Easements as of the day and year first above written.

POW HOUSE LLC



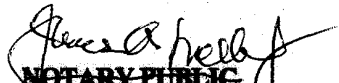
Bradley Purcell, General Partner

STATE OF CONNECTICUT)

:ss.

COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on the 7<sup>TH</sup> day of December 2018, by Bradley Purcell.

  
NOTARY PUBLIC  
Residing at: LOUISIANA CT

James A. Miller, Jr.  
Commissioner of the Superior Court

POWDER RIDGE ASSOCIATION OF UNIT OWNERS

*Murray Danforth - President*

**Murray Danforth - President**

STATE OF RHODE ISLAND )

:ss.

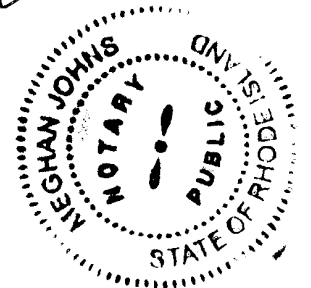
COUNTY OF PROVIDENCE )

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of December 2018, by Murray Danforth, President.

MEGHAN JOHNS  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES 08-19-2019

NOTARY PUBLIC  
Residing at: Providence RI

*Meghan Johns*



**Attached Exhibits:**

**Exhibit A - Legal Description of the Property**

**Exhibit B - Master Plan**

**Exhibit C - Design Guidelines**

**Exhibit D - Assessment Formula**

Exhibit A

**POWDER RIDGE PARCEL F-2**

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13" East 2396.31 feet; thence South 65°13'00" West 225.02 feet along the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489) to a point on the Northerly side of the right-of way line of Powder Ridge Drive; thence North 71°40'00" West 180.28 feet along said right of-way line to the true point of beginning; thence North 71°40'00" West 68.36 feet; thence North 18°20'00" East 121.85 feet to a point being on the centerline of Little Cottonwood Creek, the following three calls being along said centerline; 1) thence North 88°03'31" East 15.93 feet; 2) thence South 66°22'14" East 52.39 feet; 3) thence North 88°01'30" East 1.30 feet; thence South 18°20'00" West 122.97 feet to the true point of beginning.

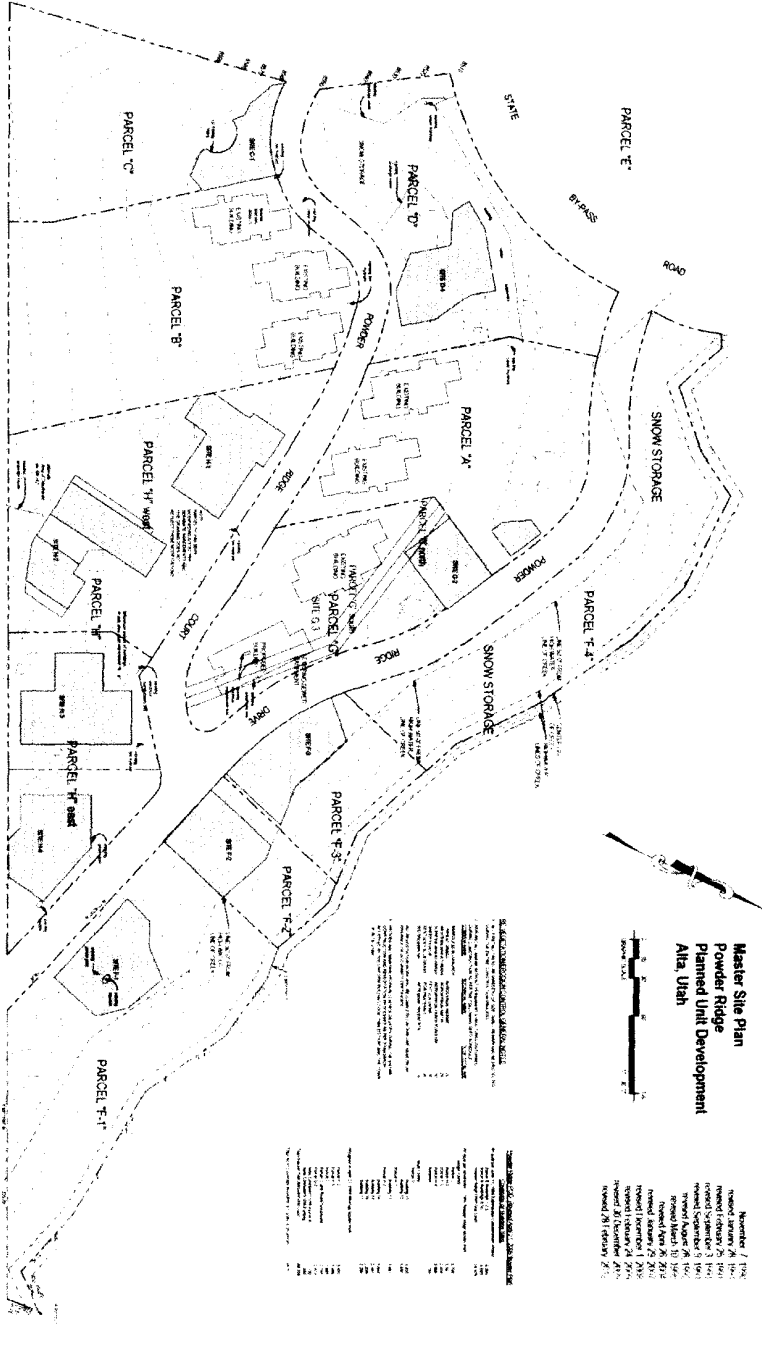


EXHIBIT C

Powder Ridge, Alta • Amended Design Guidelines  
January 19, 2012



A) Permitted Uses

1. Single Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6.)
2. Two Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6) to be located wholly within alternate Areas of Disturbance H-West and G-3
3. Multiple Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6), limited to four dwelling units per building, to be located wholly within alternate Areas of Disturbance G-3 and/or H-West.
4. One (1) caretaker unit, located within Parcel A per the Revised Powder Ridge Master Plan approved April 21, 2009, for housing the maintenance personnel for the entire Planned Unit Development.
5. Rental of a single-family dwelling, two family dwelling unit, or multiple family dwelling units as defined in Section 22.1.6. of the Uniform Zoning Ordinance are limited to a single family as defined in Section 22.1.6. of the same title.

B) Single Family Dwellings

1. The minimum total gross square footage including basements of each Single Family Dwelling unit is 2,500 square feet, and the maximum total gross square footage shall not exceed 4,400 gross square feet. Private garages are limited in size to 500 gross square feet and to the shelter of two (2) vehicles, and may be excluded from the above total gross square footage calculation
2. A Single Family Dwelling is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. (The footprint of a building is defined as the area enclosed by its perimeter walls as they make contact with the natural grade, whether that contact be physical or a hypothetical shadow cast downward by a light source directly overhead).

3. A Single Family Dwelling shall consist of not more than a kitchen, living room, dining room, family room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and five "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

C) Two Family and Multiple Family Dwellings/Condominiums

1. The maximum total gross square footage including basements of each Two Family Dwelling unit is 2,000 square feet and hence the maximum total gross square footage including basements for a Two Family Dwelling building is 4,000 square feet. Private garages for Two Family Dwelling buildings are limited in size to 900 gross square feet and to the shelter of four (4) vehicles and may be excluded from the above defined gross square footage calculation.
2. The maximum total gross square footage for a dwelling unit as a portion of a Multiple Family Dwelling building is 2,000 square feet. The maximum number of dwelling units comprising a Multiple Family Dwelling building is four (4), and hence the maximum total gross square footage including basements for a Multiple Family Dwelling building is 8,000 square feet. Private garages for Multiple Family Dwelling buildings are limited in size to 450 gross square feet and the shelter of two (2) vehicles per dwelling unit and may be excluded from the above-defined gross square footage calculation.
3. A Two Family Dwelling building is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. A Multiple Family Dwelling building is restricted to having a footprint of not more than 1,250 square feet per dwelling unit, and hence a maximum footprint of 5,000 square feet. (The footprint of a building is defined as in Section "B) 2." of this title.)
4. A Two Family and/or Multiple Family Dwelling unit shall consist of not more than a kitchen, living room, dining room, family

room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and three (3) "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

D) Areas of Disturbance

1. Areas of Disturbance for eight (8) Single Family Dwellings have been delineated on the Powder Ridge Planned Unit Development master site plan revised April 21, 2009 and marked C, D, F-1, F-2, F-3, G-2, H-3, and H-4.
2. Areas of Disturbance for 12 (twelve) dwelling units comprising Two Family and/or Multiple Family Dwelling Buildings (as defined in Section "C) 2." of this title) have been delineated on the Powder Ridge Planned Unit Development master site plan revised April 21, 2009 and marked G-3 (4 [four] dwelling units) and H-1 and H-2 (8 [eight] dwelling units).
3. Areas of Disturbance are marked to protect natural vegetation, natural waterways, peculiar landforms, view corridors and privacy. *Because the slope and terrain of Parcels F-2 and F-3 is not natural, the area around the Area of Disturbance may be graded to accomplish an attractive finished grade up to the building.* All trees, no matter their size, are protected by a fifteen-foot (15'-0") radius (Parcel C, ten-foot (10'-0")) within which the soil will remain untouched throughout construction and life of the Single Family Dwelling. Also, with the exception of Parcels C, A, G-2, F-2 and F-3, no part of any Area of disturbance will encroach upon a thirty-five foot (35'-00") arc swung from the extremity of a contiguous Area of Disturbance.
4. The maximum 2,500 square foot footprint of each Single Family Dwelling must fit wholly within one of the *eight (8)* Areas of Disturbance. Likewise, the maximum footprint of each Multiple Family Dwelling Building must fit wholly within the Alternate Areas of Disturbance G-3 and H-West.

5. *The Resident Manager's unit is located on Parcel A adjacent to G-2 and is delineated on the Powder Ridge Master Site Plan revised April 21, 2009. (Said resident manager will serve both the existing Powder Ridge Condominium and the remainder of the planned unit development consisting of Single Family Dwellings/Condominiums and/or Single Family and Two Family and/or Multiple Family Dwellings being proposed on the premises.)*

E) Yard Regulations

1. Perimeter lines of the Areas of Disturbance are treated the same as those of the front, rear and side yards of lots in all other Alta zones, and are subject to the same exceptions as listed in 22.2.9: "Every part of a required yard shall be open to the sky, unobstructed except for the ordinary projections of skylights, sills, belt courses, cornices, chimneys, flues, and ornamental features which project into a yard not more than three (3) feet, and open or lattice enclosed fire escapes, fireproof outside stairways, and balconies upon fire towers projecting into a yard not more than five (5) feet."
2. Patios, courtyards, decks, porches, yards and all other manipulated outdoor, "negative" spaces included in a site plan for any Single Family Dwelling must also fit wholly within the Area of Disturbance.
3. Under no circumstances will any of the above outdoor spaces or fire escapes, stairways, etc., encroach upon the inviolable fifteen-foot (15'-0") radius (Parcel C, ten-foot (10'0")) scribed and staked around the existing trees, regardless of their sizes.

F) Height Regulations

- 1) No Single Family Dwelling shall be erected to a height greater than three, (3), stories, nor less than one, (1), story. In no case will a Single Family Dwelling be allowed to reach a height greater than thirty-five feet (35'-0") above the lowest finished grade adjacent to the footprint.
- 2) A "story", as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6, is that portion of a building

included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a useable or unused under-floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 12 feet above grade as defined herein at any point, such useable or unused under-floor space shall be considered as a story.

- 3) For reasons of preserving view corridors, a portion of Area of Disturbance H-3 is restricted in building height to 15'-0" and so marked on the Powder Ridge Planned Unit Development master site plan.

**Powder Ridge Planned Unit Development:  
Net Developable Acreage/Existing and Proposed Coverage**

1. Gross Lot Area: 8.1 Acres (352,836 square feet)
2. Allowable PUD coverage: 88,209 square feet (25% x 352,836)
3. Total Net Developable Acreage: 5.4 acres
4. Current PUD Coverage: 74,999 square feet
5. Proposed PUD Coverage: 13,210 square feet
6. Total and Final PUD Coverage: 88,209 square feet

Revised Powder Ridge Master Plan –Allotted Coverage and Bedrooms

	Coverage	Bedrooms
Total PUD Area:8.1 acres	352,836	
<b>Total Allowable PUD Coverage and Bedrooms</b>	<b>88,209</b>	<b>108</b>
 <i>Less Coverage Currently Used</i>		
PUD Master Plan: Condos and Roads (1)	39,529	30
Single Family Footprints	10,800	21
Single Family Driveways	1,817	
Single Family Patios	600	
Multi-Family Footprints	14,297	37
Multi-Family Driveways	3,240	
Multi-Family Patios	1,956	
Existing Ancil-Libre (G-2) Coverage	1,280	2
Caretaker Unit	730	1
Reserved	750	
<b>Total Coverage Currently Used</b>	<b>74,999</b>	<b>91</b>
<b>Net Unused Coverage</b>	<b>13,210</b>	
 <i>Unused Coverage Allocated by Revised Master Plan</i>		
Parcel G-2 bringing total to 2475	1,195	3
Powder Ridge Condo Association	450	
Parcel F-2	3,400	5
Parcel F-3	3,400	5
Parcel C	2,600	4
Turnaround	2,165	
<b>Total Allocated by Revised Master Plan</b>	<b>13,210</b>	<b>17</b>
<b>Totals</b>	<b>88,209</b>	<b>108</b>

(1) Powder Ridge Court not graded and paved-2621 square feet  
 Powder Ridge Drive not graded and paved-600 square feet

**EXHIBIT D - ASSESSMENTS**

<b><u>Unit</u></b>	<b><u>Owner</u></b>	<b><u>SqFt</u></b>	<b><u>Votes &amp; % of PUD</u></b>	<b><u>Estimated Assessment*</u></b>
1A	Ryan	2,283	2.5714%	\$5,504.36
1B	Beck	2,931	3.3013%	7,066.70
2	Sackler	4,998	5.6294%	12,050.28
3	Sackler	4,561	5.1372%	10,996.66
9A	Picard	3,293	3.7090%	7,939.49
9B	Marcus	2,239	2.5219%	5,398.27
10A	Alta Ski Co.	2,509	2.8260%	6,049.25
10B	Besobrasov	2,317	2.6097%	5,586.33
11A	Norton-Kidd	2,129	2.3980%	5,133.06
11B	Ferguson	2,348	2.6446%	5,661.07
12A	Gaulen	1,737	1.9564%	4,187.94
12B	Halden	2,723	3.0670%	6,565.21
13	Jordan	2,959	3.3328%	7,134.21
14A	Claridge	1,328	1.4958%	3,201.83
14B	Williams	1,836	2.0679%	4,426.63
14C	Maeder/York	2,110	2.3766%	5,087.25
15A	Danforth	2,276	2.5635%	5,487.48
15B	Danforth	1,671	1.8821%	4,028.81
16	Schuss	4,538	5.1113%	10,941.21
17	George	4,188	4.7171%	10,097.35
	<b>Total</b>	<b>54,974</b>	<b>61.9188%</b>	<b>\$132,543.41</b>

**Homes**

H-3	Pond	4,542	5.1158%	\$10,950.85
H-4	Hoff	4,667	5.2566%	11,252.23
F-1	Rudolph	4,615	5.1980%	11,126.86
D	Sackler	6,040	6.8030%	14,562.56
G	Libre	4,094	4.6112%	9,870.72
F-3	Coreth	4,952	5.5776%	11,939.37
F-2	Purcell**	4,900	5.5190%	11,814.00
	<b>Total</b>	<b>33,810</b>	<b>38.0812%</b>	<b>\$81,516.59</b>

<b>Total PUD</b>	<b>88,784</b>	<b>100.0000%</b>	<b>\$214,060.00</b>
------------------	---------------	------------------	---------------------

\*Based on 2018 Budgeted PUD Expenses of:

**\$214,060.00**

\*\*Property to be measured at conclusion of project