

When Recorded, Mail to:

Craig D. Terry  
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Salt Lake City UT 84111

REC. NOTE AB

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ASSOCIATED TITLE CO.  
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ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY

Dg. 82<sup>50</sup>

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

ASPEN SPRINGS RANCH SUBDIVISION

PARK CITY, UTAH

THIS DECLARATION, IS MADE THIS 26 of August, 1991, by  
Aspen Springs Ranch Corp., a Utah corporation, referred to below as  
"Declarant:"

RECITALS:

A. Declarant is the owner of the following described real  
property (the "Property") located in Park City, Summit County,  
Utah:

See the attached Exhibit A

B. Declarant intends to develop a residential subdivision on  
the Property. Declarant will develop and convey all of the  
Property within the Subdivision subject to a general plan of  
development, and subject to certain protective covenants,  
conditions and restrictions all as set forth in this Declaration,  
and which are deemed to be covenants running with the land,  
mutually burdening and benefiting all of the Property and each of  
the Lots.

C. Declarant hereby declares that all of the Property shall  
be held, sold, conveyed, encumbered, leased, used, occupied and  
improved subject to these protective covenants, conditions,  
restrictions and equitable servitudes, all of which are created for  
the mutual benefit of the Owners of the Property and the Lots. It  
is the intention of the Declarant in imposing these covenants,  
conditions and restrictions to create a generally uniform pattern  
of development, to protect and enhance the property values and  
aesthetic values of the Property by eliminating inconsistent uses  
or improvements, all for the mutual protection and benefit of the  
Owners of the Lots. The covenants, conditions and restrictions are  
intended to, and shall in all cases run with the title of the land,  
and be binding upon the Owners, their successors, assigns, heirs,  
lien holders, and any other person holding any interest in the

Property, and shall inure to the benefit of all other Property in the Subdivision. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, by the Association, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from the completion of the Subdivision Improvements, or from using any Lot owned by the Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with applicable City ordinances.

## ARTICLE I

### DEFINITIONS

.1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

"Additional Land" shall mean the land described on Exhibit "B" that may be added to the Subdivision pursuant to this Declaration.

"Approved Color List" shall mean those colors (Approved Colors) described on Exhibit "C" to this Declaration.

"Approved Plants List" shall mean those plants ("Approved Plants") described on the Park City Plant List of Approved Drought Tolerant Plants, as it may be amended from time to time.

"Association" shall mean the Aspen Springs Ranch Subdivision Homeowners Association, whether incorporated or not, and as the context requires, the Officers and Trustees of that Association.

"Barn" shall mean an agricultural outbuilding intended for the care and occupancy of not more than three horses and one un-weaned colt, together with storage areas for supplies, tack, equipment, and livestock feed for the horses kept on a Ranch Lot.

"Barn Limits of Disturbance Area" shall mean the area designated on the Plat for any Ranch Lot containing the location of a Barn and any typical agricultural appurtenances such as corrals and watering areas.

"Basement" shall mean habitable space within a Dwelling that is located entirely or substantially below the surface grade, including any spaces with exterior walls that extend less than four feet above the natural grade.

"Builder" shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement. In this context, the Owner may also be the Builder, provided that if the Owner is not acting as Builder, the Builder shall be a duly licensed contractor as defined by Utah State law.

"City" shall mean Park City Municipal Corporation and its appropriate departments, officials, and boards.

"Committee" shall mean the committee created under Article III of this Declaration.

"Declarant" shall mean and refer to the signer of this Declaration.

"Declaration" shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of Aspen Springs Ranch, which are incorporated into this Declaration by reference.

"Dwelling" shall mean the single family residence built or to be built on any Lot.

"Excavation" shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the Uniform Building Code as adopted by the City.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

"Fencing" see Permitted Fencing below.

"Fill" shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from off-site or resulting from the re-grading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the Uniform Building Code, as adopted by the City.

"Floor Area" shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure (or in the case of Ranch Lots, also of any Barn), on all levels. Walk-out basement space will be counted as floor areas whether finished or unfinished. Basement space more than 80% below



finished grade will not be counted as Floor Area. Porches, patios, balconies and decks are not counted as Floor Area unless under roof or enclosed on three sides by the walls of the Dwelling. The first 500 square feet of attached garage space is not counted as Floor Area. Detached garages or any garage area in excess of 500 square feet shall be counted as Floor Area.

"Improvement" shall mean all structures and appurtenances of every type and kinds, including but not limited to buildings, Dwelling Units, garages, storage buildings, walkways, retaining walls, sprinklers pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior or any building.

"Lake Open Space" shall mean those portions of the Aspen Springs Ranch Subdivision which have been designated as such. Lake Open Space may be added to the Subdivision in subsequent phases.

"Limits of Disturbance Area" shall mean the area(s) designated on the Plat within each Lot which is the outer limit of the area which may be disturbed by construction activity.

"Lot" shall mean any numbered building Lot shown on the Plat of the Aspen Springs Ranch Subdivision.

"Meadow Open Space" shall mean those portions of the Aspen Springs Ranch Subdivision, if any, that have been designated as such. Meadow Open Space may be added to the Subdivision in subsequent phases.

"Mountain Open Space" shall mean those portions of the Aspen Springs Ranch Subdivision, if any, that have been designated as such. Mountain Open Space may be added to the Subdivision in subsequent phases.

"Natural Area" shall mean the portion of any Lot that is outside of the Limits of Disturbance Area (and not designated as Ranch Lot Open Space).

"Open Space" shall mean any areas designated on the Plat as such, which may be dedicated to the public or owned by the Association, or an individual Owner, and may or may not provide for public access or access by the Association.

"Owner" shall mean the person or persons having title to any Lot or other parcel of Property as shown on the Plat of the Aspen Springs Ranch Subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.



"Permitted Fencing" shall mean any fences and their appurtenances installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration and the Fencing Standards described in the attached Exhibit "D".

"Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the Plat of the Aspen Springs Ranch Subdivision as approved by the City and recorded in the office of the Summit County Recorder, and any amendments that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any.

"Property" shall mean all of the land described on the Plat, including Lots, Trail Corridors, and any Meadow Open Space, Mountain Open Space, Ranch Lot Open Space, roads, trails, and common areas. Property shall not include any areas described on Exhibit "B" as Additional Land unless and until such time as that land is added to the Subdivision.

"Public View" shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

"Ranch Lot" shall mean any numbered Lot on the Plat of the Aspen Springs Ranch Subdivision that is designated as such.

"Ranch Lot Open Space" shall mean those portions of any Ranch Lot that are designated as such on the Plat.

"Roadway" shall mean those portions of the Property that have been or will be dedicated to the City of Park City as a public way, as shown and described on the Plat.

"Subdivision" shall mean the Aspen Springs Ranch Subdivision, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

"Trail Corridor" shall mean those areas designated on the Plat as the location of trails for hiking, bicycling, or other non-motorized travel.

"Trustees" shall mean the duly elected and acting board of trustees of the Aspen Springs Ranch Homeowners Association.

"Wooded Lots" shall mean those Lots which are substantially covered with native woodland vegetation, specifically including Lots number 12 through 26, and Lots number 36 through 38. Lot number 39 is a large lot which is half wooded and half cleared. For purposes of this Declaration, the wooded portion of Lot number 39 shall be treated as a Wooded Lot and the cleared portion shall be treated as a non-Wooded Lot.

## ARTICLE II

### HOMEOWNERS ASSOCIATION

.2. Homeowners Association Purposes. To effectively enforce this Declaration, the Declarant has created a Utah Non-Profit corporation called Aspen Springs Ranch Homeowners Association, Inc. The Association shall be comprised of the Owners of Lots within the Aspen Springs Ranch Subdivision, and is established to preform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferrable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

.2.1. Enforcement Powers. The Association shall have the power to enforce this Declaration by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The Officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Lot Owners to personally enforce this Declaration in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

.2.2. Maintenance Responsibilities. The Association may own or be granted easements over portions of the Property within the Subdivision. The responsibility to maintain and properly control the use of these parcels, when granted, vests in the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property.



.2.3. Association's Obligation to Accept Grant of Open Space. The Owners, and the Association, agree to accept a grant of the fee or an easement to portions of the Property or Additional Land which may be designated as Open Space. Any such grant will be made free of liens and financial encumbrances, and made subject to this Declaration. Open Space granted to the Owners or Association may be subject to conservation easements or similar third party limitations on use and access. Declarant or its successors are under no obligation to grant or arrange for the grant of any of the Additional Land to the Owners or the Association. Consideration for any such grant will not exceed Ten Dollars, and Grantor will bear all transactional expenses. For the purposes of this section, the Entrance Parcel shall be treated as Open Space.

.2.4. Guardian of the Meadow. The Association is hereby specifically charged by the Declarant and by the City with the responsibility and powers to enforce this Declaration as it pertains to any Meadow Open Space. It is not anticipated that the Association will be the Owner of any Meadow Open Space, but it is anticipated that the Association would enjoy community benefits from the conservation of any Meadow Open Space as provided by this Declaration.

.2.5. Snow Removal. The City will probably require the Association to provide snow removal service within the Subdivision until 50% of the Lots in phase have been improved by the construction of a Dwelling. Until such time as the snow removal service has been assumed by the City, the Association shall be responsible for snow removal, and shall have the power to make assessments against the Owners, including the Owners of unimproved Lots, for purposes of providing this service. If the Subdivision is expanded, each phase of the Subdivision will be treated independently for purposes of this provision, and for the limited extent of this provision, unequal assessments may be levied in the event that one phase of the Subdivision is receiving public snow removal service and others are still the responsibility of the Association.

.2.6. Assessments. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. All assessments will be equal on all Lots, whether vacant or improved, except as provided above in the case of assessments for snow removal service. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of landscape maintenance, water for irrigation, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, and enforcement of this Declaration. Notice of the Assessment and the proposed amount of the annual Assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the

proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners.

The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners in a meeting called for that purpose.

.2.7. Assessments Constitute Lien. Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied, but if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed.

.2.8. Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

.2.9. Formative Documents. The Articles of Incorporation and the By-laws of the Association are included as Exhibits "E" and "F" and incorporated by reference as part of this Declaration.

### ARTICLE III

#### ARCHITECTURAL COMMITTEE

.3. Introduction. It is the intention and purpose of this Declaration to impose Architectural Design Standards of a type and nature that result in Dwellings and Improvements which are compatible with the mountain landscape. The placement, massing,



dimensions, materials, colors, and public aspects of the Improvements will be guided, but still allow for diversity in style and vitality in design.

To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

.3.1. Architectural Committee Created. The Committee will consist of three members, who shall be members of the Board of Trustees of the Homeowners Association. The initial committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time 50% of the Lots are sold to persons other than the Declarant, one member of the Committee will be elected from the Board of Trustees, to replace an appointee of the Declarant. At the time that 80% of the Lots are sold to persons other than the Declarant, and following the third anniversary of the recording of the original Plat or any subsequent Plat adding Lots to the Subdivision (whichever occurs later) a second member of the Committee will be elected by the Lot Owners from the Board of Trustees. On the fifth anniversary of the recording of the original Plat, or any subsequent Plat adding Lots to the Subdivision (whichever occurs later), all three members of the Committee will be elected by the Lot Owners from the Board of Trustees. The above percentages are to be based on the total number of Lots in the Subdivision, as it may be increased from time to time, so that the Declarant is able to remain active in the administration and enforcement of these Covenants, Conditions, and Restrictions while Lots are being marketed.

.3.2. Approval by Committee. No Improvements of any kind, including without limitation the construction of any Dwelling Unit, garage, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, poles, trampolines, satellite dishes or antenna, solar panels, or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

a. Plans submitted. Plans for the construction of any new Dwelling Unit must be submitted to the Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and all other structures to be built with it; detailed drawings of all elevations of all buildings

showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.

b. Review Fee. The applicant will pay a review fee to the Committee of \$100 for each new dwelling, \$20 for each addition or remodel, or, in the case of Improvements which cost less than \$1,000, or which make no structural changes, the applicant will pay a fee of \$10. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the Committee determines the submission to be complete.

c. Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

d. Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

e. Failure to Act. If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

.3.3. Variances. Variances to the Architectural Design Standards contained in this Declaration, or modifications to the size or shape or location of the Limits of Disturbance Area on any Lot, may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee.



.3.4. Extraordinary Costs. Whenever it deems appropriate, and with the consent of the Board of Trustees, the Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the Applicant, provided however that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

.3.5. General Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the Architectural Design Standards of this Declaration. These Standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed community.

.3.6. Declarant, Trustees and Committee not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of and Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner, and may seek independent redress if he believes the Committee has acted improperly.

.3.7. Limitations on Review. The Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to

construction.

.3.8. Approval to Proceed. The Committee shall promptly issue a Certificate of Approval to the Owner once the plans have been approved and the pre-construction conference required in Article X has been held, and all other conditions of construction set forth in Article X have been satisfied.

#### ARTICLE IV

##### RESTRICTIONS ON ALL PROPERTY

.4. The following Restrictions on use apply to all Property within the Subdivision:

.4.1. Governing Regulations. The lawfully enacted zoning regulations of Park City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance. If the Covenants, Conditions and Restrictions in this Declaration are more stringent than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal law or regulation.

.4.2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

.4.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until the Lots are sold, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

.4.4. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs for Roadways or Trails placed by the City, or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed six square feet. The



Declarant may erect a sign of not more than thirty-two square feet at the entrance to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of the Lot may be installed without the advance consent of the Committee.

.4.5. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

.4.6. Dwelling to be Constructed First. No garage, Barn, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on the Lot.

.4.7. Wood-Burning Fireplaces. To limit increases in air pollution, no Dwelling shall have more than one wood-burning fireplace, stove, furnace, or device. If an Owner combines two or more Lots and constructs one Dwelling, the Dwelling shall be entitled to one wood-burning fireplace for each Lot combined. The right to install a wood-burning fireplace is specific to each Lot, and may not be otherwise transferred to any other Lot. No wood-burning fireplaces, stoves, or furnaces will be permitted in any Barn. No coal-fired fireplaces, stoves, furnaces or devices will be permitted in the Subdivision.

.4.8. Animals. No animals other than ordinary household pets may be kept on any Lot. This specifically excludes keeping horses on any Lot with the exception of Ranch Lots.

.4.9. No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot or group of Lots may result in an increase in the number of Lots within the Subdivision.

.4.10. Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service Improvements entirely within that Lot.

.4.11. No Oil or L. P. Gas Tanks. The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline, or electric heat. Except for temporary periods during construction of the Dwelling, no heating oil, propane, butane, or other bulk fuel storage tank may be installed on the Property.

.4.12. Service Yards. All clothes lines, service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Architectural Committee so that they are not visible from the Public View.

.4.13. Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary,

attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

.4.14. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

.4.15. No Hazardous Activity. 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 would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials 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).

.4.16. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, 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 in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from the Public View.

.4.17. No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City. The flood lighting of tennis courts or similar sports courts is deemed to be annoying to abutting Owners, and is expressly prohibited.

.4.18. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

.4.19. Municipal Water Connection. The Property is served by municipal water service, and no Owner shall drill his own well for culinary or irrigation water production, except that the Owners of Ranch Lots may drill irrigation wells with the authorization of the Utah Division of Water Rights. The pump house on any such well



must be incorporated into the Dwelling or Barn, and may not be free-standing. No water rights are being conveyed with any Lot.

.4.20. 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 Dwellings Units must be connected to the sanitary sewer system in accordance with the rules and regulations of the Snyderville Basin Sewer Improvement District.

.4.21. Drainage. No Owner shall alter the flow of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

.4.22. Groundwater Protection. No underground storage tanks for fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted. The commercial application of pesticides, insecticides, fungicides, biocides, or other chemicals, except fertilizers, is prohibited, except for applications in conjunction with the permitted use of any Open Space, and the preservation of the health of the natural woodlands, all of which shall be professionally applied under the direction or oversight of the Association.

.4.23. Protection of Springs and Streams. Although well-drained alluvial soils predominate the Subdivision, streams and springs are present. Dwelling construction should not alter or impede the natural flow of groundwaters. An Owner planning to construct a Dwelling on a Lot proximate to streams or springs should seek the advice of a licensed architect or professional engineer, particularly if the Dwelling is to include basement space.

.4.24. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on Roadways and driveways. No snowmobiles or unregistered motorcycles will be operated on the Property except for loading the equipment for lawful transport on public streets. The operation of any vehicle on any Open Space within the Property is strictly prohibited, except for maintenance work being conducted under the supervision and authority of the Association. This shall not preclude the operation of agricultural equipment on any Meadow Open Space or Ranch Lot Open Space for the cultivation of crops, mowing of natural vegetation, and other agricultural necessities.

.4.25. Kennels. No kennel or dog run may be placed closer than 50 feet to any Dwelling Unit other than that of the Owner of the Kennel.

.4.26. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in

whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot shall be for a period of less than 30 days. No Lot shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

.4.27. No Hunting. The hunting, trapping, and harassment of wildlife, by firearms or any other means, is expressly prohibited within the Subdivision.

#### ARTICLE V

##### PERMITTED USES AND IMPROVEMENTS

.5. Introduction. The following uses and Improvements are permitted within the Subdivision in the areas of the Property designated. Uses not specifically permitted are prohibited, unless, in the sole judgment of the Architectural Committee, the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted. The Property is divided into the following classifications of Property, with specific uses permitted or prohibited within each classification:

- (a) Natural Area of a Wooded Lot
- (b) Natural Area of a non-Wooded Lot
- (c) Limits of Disturbance Area of a Lot
- (d) Barn Limits of Disturbance Area
- (e) Ranch Lot Open Space
- (f) Meadow Open Space
- (g) Mountain Open Space
- (h) Lake Open Space

.5.1. Uses and Improvements Permitted Within the Natural Area of Wooded Lots. It is the intention of the Declarant that these Natural Areas be perpetually devoted to sustaining the character of the natural landscape. Clearing of vegetation and surface disturbance within these woodlands is prohibited except as may be required for Driveway and Utility Connections. These Natural Areas are intended to screen Dwellings from the Public View, to provide privacy for the Owners, to prevent soil erosion, and to maintain some wildlife habitat value within the Lots. No structures of any kind are permitted in any Natural Area, including without limitation, pools, tennis courts, decks, spas, swing sets, trampolines, play ground equipment, or dog runs. No Improvement, Excavation, Fill, or any other surface disturbances shall be constructed, installed, maintained, or allowed to stand in these Natural Areas except:



(a) Those disturbances related to the construction, maintenance, and use of any Roadway on the Property, including the installation and maintenance of underground utility facilities, structures, devices, traffic controls and accessories as may be required by the City in the operation of the Roadways as a public streets;

(b) Those disturbances related to the construction, maintenance and use of Driveway Connections as provided in Article VII, including driveway culverts, retaining walls, Excavations and Fills, provided that driveways shall be located on the Lot in a manner that minimizes the need for Excavation, Fill, or the use of retaining walls;

(c) Those disturbances related to the construction, maintenance, and use of Utility Connections to extend utility services from the adjacent Roadway to the Dwellings. This shall include underground electrical, telephone, and cable television lines, and water, sewer and natural gas supply pipes.

(d) Those minor disturbances related to the construction, maintenance and use of any Permitted Fencing.

.5.2. Uses and Improvements Permitted Within the Natural Areas of Non-Wooded Lots. It is the intention of the Declarant that these Natural Areas be partially re-vegetated by planting and by the natural spread of the adjacent native woodlands. The most important areas for re-vegetation are the rear yard portions of the Natural Areas of these Lots. Such re-vegetation need not literally replicate the woodlands to effectively extend the character of the woodlands, partially screen Improvements from the Public View, contribute to soil stabilization and provide ecotonal benefits. No structures of any kind are permitted in any Natural Area, including without limitation, pools, tennis courts, decks, spas, swing sets, trampolines, play ground equipment, or dog runs. No Improvement, Excavation, Fill, or any other surface disturbances shall be constructed, installed, maintained, or allowed to stand in these Natural Areas except:

(a) Those disturbances related to the construction, maintenance, and use of any Roadway on the Property, including the installation and maintenance of underground utility facilities, structures, devices, traffic controls and accessories as may be required by the City in the operation of the Roadways as a public streets;

(b) Those disturbances related to the construction, maintenance and use of Driveway Connections as provided in Article VII, including driveway culverts, retaining walls, Excavations and Fills, provided that driveways shall be located on the Lot in a manner that minimizes the need for

Excavation, Fill, or the use of retaining walls;

(c) Those disturbances related to the construction, maintenance, and use of Utility Connections to extend utility services from the adjacent Roadway to the Dwellings. This shall include underground electrical, telephone, and cable television lines, and water, sewer and natural gas supply pipes. Underground irrigation systems and their appurtenances may be constructed, maintained, and used in the Natural Areas of Non-Wooded Lots as permitted by the City.

(d) Those minor disturbances related to the construction, maintenance and use of any Permitted Fencing.

.5.3. Uses and Improvements Permitted Within the Limits of Disturbance Areas. Except for those Uses and Improvements permitted above, all construction activity, Excavation, and Fill are to be confined to the Limits of Disturbance Area within the Lot. Having carefully located the Limits of Disturbance Area for each Lot, the Declarant encourages that each Dwelling be designed to conform to the natural topography of the site, and to preserve the natural texture, appearance and vegetation of the undeveloped site to the extent possible. No Improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the Limits of Disturbance Area except as follows:

(a) The construction, maintenance, and use of one single family Dwelling together with a garage with capacity for at least two automobiles and storage of recreational and maintenance equipment; and

(b) The construction, maintenance, and use of those Improvements generally and customarily associated with the use and enjoyment of a single family Dwelling, including driveways, utility connections, garages, retaining walls, stairways, decks, patios, pools and spas, swing sets, trampolines, walkways, fences, lighting, tennis courts or sports courts, sprinklers, antennas and satellite dishes, and irrigation systems;

.5.4. Uses and Improvements Permitted Within the Barn Limits of Disturbance Area. Within each Ranch Lot there is a designated Limits of Disturbance Area for the Barn. It is the intention of the Declarant to preserve the agricultural sense and appearance of the entry to the Subdivision along State Highway 224, and to permit the grazing of livestock or cultivation of grass crops in that area. Agricultural structures are to be confined to the Barn Limits of Disturbance Area as shown on the Plat in order to preserve the natural open vista of the entry corridor to the City. Within the Barn Limits of Disturbance Area, no Improvement shall be installed, constructed, maintained or allowed to stand



except as follows:

(a) The construction, maintenance and use of a free-standing Barn for the housing of horses and storage of equipment and livestock feed for use on the Ranch Lot. The construction of the Barn shall conform to the Architectural Design Standards and all other provisions of this Declaration, and shall be treated as a separate building for review purposes by the Committee.

(b) The construction, maintenance and use of driveway and underground utility connections to the Barn from other portions of the Lot.

(c) The construction, maintenance and use of Permitted Fencing to confine horses and of such Improvements reasonably necessary for the feeding of horses including mangers and watering troughs.

The following restrictions apply to the use of Barn Limits of Disturbance Areas:

(a) No hay, grain, or other livestock feed in excess of one day's consumption may be stored outside of the Barn at any time.

(b) If not used as a fertilizer and spread over the Ranch Lot Open Space, manure must be removed and disposed of, off the Property, to maintain a clean, attractive, and healthy environment for the horses and to avoid annoyance of adjoining Owners.

.5.5. Uses and Improvements Permitted Within All Types of Open Space. It is the intention of the Declarant to cluster the single family Dwellings in the central area of the Property above a sweeping and open foreground, and beneath and against the backdrop of Iron Mountain. Within the areas shown on the Plat as being Open Space, which may now or in the future include Meadow Open Space, Mountain Open Space, Trail Corridors, and Ranch Lot Open Space, substantial environmental studies have been performed to determine how best to proceed with development plans and still retain portions of the native woodland and meadowland environment for the visual enjoyment of the Owners and the Park City Community as a whole. In order to achieve the goal of blending the Improvements and Dwellings into the site with the minimum visual impact, the Declarant has further divided the Open Space into different classifications based on uses and vegetation. Ranch Lot Open Space, Meadow Open Space and certain other area may be subject to further Covenants, Conditions, and Restrictions required by the City as a condition of approval of the Plat. No Improvement of any kind shall be installed, constructed, maintained or allowed to stand in any of the Open Space areas except as

provided below:

(a) The construction, maintenance, and use of underground electrical, telephone, and cable television lines, services, and vaults and appurtenances for supplying utility services to any portion of the Subdivision or to the Additional Land; Any above-ground transformers, junction boxes, and other similar utility control and transfer points and above ground appurtenances and related facilities must be screened with vegetation and shall not exceed six feet in height above the natural grade at the site; Underground natural gas, water, sanitary sewer, and storm drainage pipelines and related valve boxes, controls, access points and similar appurtenances which shall not extend more than six inches above the surface of the ground unless screened from the Public View.

(b) The construction, maintenance and use of Permitted Fencing.

.5.6. Uses and Improvements Permitted within the Trail Corridor. The Trail Corridor shall be used only for hiking, bicycling, cross-country skiing, horse back riding, and other non-motorized travel. No motor vehicles of any kind or description may be operated on the Trail Corridor except for authorized vehicles engaged in the construction or maintenance of the trail or Improvements within the Trail Corridor. No Improvements of any kind may be installed, constructed, maintained or allowed to stand in the Trail Corridor, except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance and use of those Improvements reasonable and necessary to the function of the trail system through the Subdivision and its linkage with any Park City Trail System, including paved or unpaved trails, and traffic barriers to prevent access by motorized vehicles;

(c) The construction, maintenance and use of such appurtenances to the trail system as reasonable and necessary such as benches, informational or regulatory signs, trash containers, drinking fountains, exercise stations, bicycle racks, Permitted Fencing to prevent trespass and control animals, and similar items for the use and enjoyment of persons making use of the trails; provided however that this shall not be construed as allowing trailhead parking lots, rest rooms, maintenance buildings, or any other enclosed structure;

.5.7. Uses and Improvements Permitted Within the Meadow Open Space. The Meadow Open Spaces, if any, are intended to be used only for the grazing of livestock and the cultivation of



**Improvements.** No camping is permitted in the Mountain Open Space, and open fires are expressly prohibited. No timber may be harvested commercially from the Mountain Open Space. Timber may be cleared only for purposes of installing or maintaining permitted Improvements. No Improvements of any kind shall be installed, constructed, maintained or allowed to stand in the Mountain Open Space except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance, and use of such unobtrusive Improvements as may be reasonable to improve primitive, unpaved trail systems and to facilitate the safe use of any such trails, such as trimming of brush and branches, and the placing of stepping stones, water bars, and trail markers;

**.5.9. Uses and Improvements Permitted Within the Ranch Lot Open Space.** The Ranch Lot Open Space is intended to provide an area for the Ranch Lot Owner to maintain up to three horses and one un-weaned colt. Ranch Lot Open Space may also serve as pasture land, and be maintained in a green and vegetated state. The right to graze horses on the Ranch Lot Open Space is conditioned upon the Owner providing property maintenance and rotation of stock in order to prevent over-grazing, scuffing, and soil erosion. All riparian areas shall be fenced to prevent horses from entering or breaking the natural banks of the stream channel. No outdoor haystacks, feed storage, manure storage, or similar accumulations of materials is permitted. No motor vehicles may be operated on the Ranch Lot Open Space except when engaged in the care of animals or the maintenance of the Open Space. No horse trailers or other equipment may be stored on the Ranch Lot Open Space. No Improvements of any kind shall be installed, constructed, maintained, or allowed to stand in the Ranch Lot Open Space except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance and use of those Improvements reasonable and necessary for the grazing of animals and raising of forage crops, such as irrigation systems, watering troughs, and feed mangers, and ditches, ponds and unpaved paths.

(c) The number of horses raised or grazed in the Ranch Lot Open Space shall be limited by the City. Use of the Ranch Lot Open Space by other animals will require specific approval by the City and the Association.

forage crops. Within any Meadow Open Space, no Improvements shall be installed, constructed, maintained or allowed to stand except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance and use of Improvements reasonable and necessary for the grazing of animals and raising of forage crops, including irrigation systems, watering troughs, feed mangers, ditches, ponds and improved paths, and Permitted Fencing.

The following additional conditions apply to uses and Improvements in the Meadow Open Space:

(a) Permitted Improvements throughout the Meadow Open Space shall be of a consistent design and consistent maintenance and appearance, regardless of ownership of the Meadow Open Space by one or more Owners, or rights held by one or more Owners (or others) under agreements with the owner(s) of the Meadow Open Space allowing exclusive use or possession;

(b) No haystacks, feed lots, or other feed storage sites may be placed in the Meadow Open Space;

(c) Motor vehicle uses in the Meadow Open spaces are limited to agricultural vehicles, such as tractors and trucks engaged in the care of animals or agricultural operations. No snowmobiles, all terrain motorcycles, or other recreational motor vehicles may be operated in the Meadow Open Space at any time.

(d) Whether platted incrementally or at once, if at all, the number of horses raised or grazed in the Meadow Open Space shall be limited by the City. Use of the Meadow Open Space by other animals will require approval of the City and the Association. The Meadow Open Space will not be over-grazed, regardless of the number of animals kept on the Meadow at any time, and the carrying capacity of the Meadow Open Space for grazing will depend on the type of animals kept, the length of time they are kept on the Meadow, and vegetation and rainfall conditions.

.5.8. Uses and Improvements Permitted Within the Mountain Open Space. The Mountain Open Space, if any, is land that is unsuitable for construction of most Improvements, and is intended to remain substantially open and natural. The Mountain Open Space shall be used for outdoor recreational purposes such as hiking, mountain biking, horse back riding and skiing. The operation of motorized vehicles on the Mountain Open Space is prohibited, except for the construction and maintenance of trails, maintenance of woodlands and maintenance of any permitted



**Improvements.** No camping is permitted in the Mountain Open Space, and open fires are expressly prohibited. No timber may be harvested commercially from the Mountain Open Space. Timber may be cleared only for purposes of installing or maintaining permitted Improvements. No Improvements of any kind shall be installed, constructed, maintained or allowed to stand in the Mountain Open Space except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance, and use of such unobtrusive Improvements as may be reasonable to improve primitive, unpaved trail systems and to facilitate the safe use of any such trails, such as trimming of brush and branches, and the placing of stepping stones, water bars, and trail markers;

**.5.9. Uses and Improvements Permitted Within the Ranch Lot Open Space.** The Ranch Lot Open Space is intended to provide an area for the Ranch Lot Owner to maintain up to three horses and one un-weaned colt. Ranch Lot Open Space may also serve as pasture land, and be maintained in a green and vegetated state. The right to graze horses on the Ranch Lot Open Space is conditioned upon the Owner providing property maintenance and rotation of stock in order to prevent over-grazing, scuffing, and soil erosion. All riparian areas shall be fenced to prevent horses from entering or breaking the natural banks of the stream channel. No outdoor haystacks, feed storage, manure storage, or similar accumulations of materials is permitted. No motor vehicles may be operated on the Ranch Lot Open Space except when engaged in the care of animals or the maintenance of the Open Space. No horse trailers or other equipment may be stored on the Ranch Lot Open Space. No Improvements of any kind shall be installed, constructed, maintained, or allowed to stand in the Ranch Lot Open Space except:

(a) Those Improvements and uses permitted in all Open Space Areas;

(b) The construction, maintenance and use of those Improvements reasonable and necessary for the grazing of animals and raising of forage crops, such as irrigation systems, watering troughs, and feed mangers, and ditches, ponds and unpaved paths.

(c) The number of horses raised or grazed in the Ranch Lot Open Space shall be limited by the City. Use of the Ranch Lot Open Space by other animals will require specific approval by the City and the Association.

**.5.10 Uses and Improvements Permitted in the Lake Open Space.** Within the boundaries of some of the Lots shown on the Plat is an area shown as "Lake Open Space", which is intended to serve the Owners as a visual amenity while functioning as a wildlife habitat and a significant link in the Subdivision's hydrologic system. The Lake Open Space is the property of the Owners of the Lots on which it is located and each such Owner accepts his or her Lot subject to these special Covenants, Conditions, and Restrictions.

(a) **Reciprocal Easement.** Among the Lots including Lake Open Space, but not among the other Lots within the Subdivision generally, there shall be a Reciprocal Easement over the Lake Open Space (the "Lake Easement") permitting the Owners of the affected Lots to use any portion of the Lake Open Space. Such use shall be limited to the uses permitted by this Section 5.10. The Lake Easement shall extend only to high water mark of the lake. No fencing shall be installed within the Lake Easement, although Owners may fence the perimeter of the Lake Easement in conformance with this Declaration to control pets and protect children.

(b) **Uses.** The lake is primarily intended to serve as a visual amenity and wildlife habitat, and is not to be used for active recreation activities such as swimming, water sports, boating, wind surfing, or the like. Fishing shall be permitted, and the Owners may stock the lake with fish, subject to regulations of the Utah Division of Wildlife.

(c) **Improvements.** Only those Improvements reasonably necessary to preserve the hydrologic integrity of the lake, and the appurtenant dam, diversion works and controls, are permitted. Pathways around the lake, landscaping that does not unreasonably block the view of the lake, and similar uses permitted in the Natural Area of any Lot are permitted. Within the Lake Easement on his lot, an Owner may construct one dock, deck or similar platform of less than 100 square feet in an area having a surface elevation of no more than 6,809 feet above sea level. The water rights to the water within the Lake Easement may belong to the Declarant or others, and are subject to the rules and regulations of the Utah Division of Water Rights and the State Engineer. The owners of those water rights have a right to make entry on the Lots affected by the Lake Easement to make such reasonable use of the Lake Easement as permitted by their water rights, which may include the release of water from the lake for downstream use, installation of controls, and the exercise of their water rights.

(d) **Costs of Maintenance.** The costs to maintain the Lake Open Space, the dam, diversion works and controls, and other appurtenances, will be shared equally by the Owners of the Lots which include the Lake Open Space, and not the Association generally. The owners of water rights in the lake may also be liable for a portion of the costs of maintenance of those



facilities necessary for the use and enjoyment of their water rights. Subject to the rights of the owners of the water rights in the lake, the Owners of the Lake Open Space shall make whatever arrangements they desire concerning the level of maintenance, construction of permitted Improvements, and regulation of permitted uses within the Lake Open Space.

#### ARTICLE VI

##### ARCHITECTURAL DESIGN STANDARDS AND CONDITIONS ON IMPROVEMENTS

.6. Introduction. The guiding design concept for the Aspen Springs Ranch Subdivision is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the natural landscape consisting of the alpine meadow, the aspen forest, and the transition to the steep slope of the Iron Mountain backdrop. Dwellings and other Improvements are intended to blend into this natural setting and not dominate it. These Architectural Design Standards have been prepared with the intention of insuring that the impacts of construction of the Subdivision are minimal, acceptable, and respectful of the natural landscape. Suggested clear standards of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of Improvements on each Lot's unique setting. It is not the intention of these standards to create uniformity, but to encourage a diversity of design and materials within an architectural approach that respects each site, and is compatible with the mountain landscape and community.

.6.1. Site Evaluation. It is expected that each Dwelling and its accompanying Improvements will be designed to suit each individual Lot, and to preserve, and benefit from the site's natural and unique character. The Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best building approach for that site. The Limits of Disturbance Area is intended to begin this process, but should not be construed as the complete site evaluation. Limits of Disturbance Areas have been located to minimize intrusions above the horizon line, preserve woodland areas, protect wetlands and natural drainage features, and protect view corridors. Wherever possible, Dwellings shall be placed down-slope from the crests of hills or the horizon line, with the hillside used as a natural backdrop. Improvements shall be sited and designed to minimize cuts and fills and other site disturbance.

.6.2. Placement and Massing. All Dwellings and Improvements, and the entire construction disturbance (including

Excavation and storage of excavated material) must be confined within the designated Limits of Disturbance Area, except for permitted driveway and utility connections. The massing and orientation of above-ground Improvements should reflect the general slope of the Lot and follow the natural contours. To do so, the major axis and central mass of the Dwelling must be reasonably parallel to the natural contours of the Lot. The central mass of the Dwelling should step down in height and reduce in bulk as it reaches the edges of the Dwelling to feather the building mass into the natural setting. Curvilinear and multi-faceted wall forms are strongly discouraged and alien to the mountain community.

.6.3. Number of Dwellings and Structures. Only one Dwelling may be constructed on any Lot. No other habitable structure, shed, storage building or outbuilding is permitted, except for Barns on the Ranch Lots. Garages must be attached to the Dwelling, except in cases where the Owner can demonstrate to the Committee that a detached garage can significantly reduce the Excavation, Fill, or vegetation removal on the Lot.

.6.4. Dwelling Size. The minimum Floor Area for Dwellings in the Subdivision is 2,400 square feet, and the maximum Floor Area is 5,500 square feet, except on a Ranch Lot, the maximum Floor Area shall be 8,000 square feet. No Dwelling shall be constructed or altered in a manner that would violate these limits. Up to 500 square feet of attached garage space is allowed in excess of these limits. Detached garages or garage area in excess of 500 square feet shall be counted as Floor Area.

.6.5. Dwelling Setback and Placement. All portions of the Dwelling and any other Improvements are to be within the Limits of Disturbance Area designated (or revised by variance granted as per .3.3 hereof) for each Lot, and must also comply with the City's minimum front, rear and side yard setbacks.

.6.6. Dwelling Height. The maximum ridgeline height is 33 feet above natural grade, and it is intended that the Dwelling mass follow the natural, existing contour of the land. Dwellings to be built on Lots 26, 27, 28, and 29 are limited by a special height restriction which sets the maximum ridgeline height at 30 feet above natural grade. On wooded Lots, the Owner is strongly encouraged to limit the height of any exterior walls to the height of the adjacent surrounding woodland's canopy, generally less than 25 feet. On all Lots, the intention of this Article is to prohibit the construction of simple, box-like Dwellings and to eliminate continuous or repetitious multi-story wall planes from the Public View. For multi-story wall planes from the Public View. For multi-story Dwellings, the area of the second-floor template shall not exceed 75% of the Dwelling's footprint. No ridgeline on a detached garage shall exceed 22 feet in height above finished grade.



.6.7. Roof Characteristics. Because the perceived vertical scale of the Lots is primarily set by the height of the immediate or nearby forest canopy, the slopes, alignment, and materials for roof construction should be carefully designed and controlled to be compatible with the forest and the underlying terrain. The following restrictions apply:

(a) Shapes. Double-pitched roofs, hip roofs, and partial hip roofs are permitted. Shed roofs are only permitted if they are smaller, secondary roof forms attached and terminating with their ridge or highest point in continuous contact with a major building form. Mansard roofs, A-frames, gambrel roofs (including on Barns), domes and curvilinear roof elements are prohibited on the Property. Flat roofs are permissible only when not visible from the Public View, and are limited to a maximum size of 10% of the Dwelling's Floor Area. Except for permitted flat roofs, all roofs shall overhang exterior walls by a minimum of 24 inches. Roof pitches shall be not less than 4 in 12 pitch, and no greater than 10 in 12 pitch, and should generally follow or respond to the underlying grade, with steeper pitches used on steeper terrain, and flatter pitches used on flatter terrain. All roof planes descending from a common ridge or connected ridge shall be of the same pitch, regardless of length. A second roof pitch on any one Dwelling may be used only for secondary roof forms such as permitted sheds or dormers. Only hip roofed or double-pitched roof dormers are permitted. Two or more dormers placed above and well-apart from the eave line on the same roof surface shall be spaced no closer than 0.75 times the width of the largest such dormer unless their fascias intersect, in which case they shall be considered as a continuous or repetitive dormer.

No turrets, towers, or other thematic decorative elements are permitted and no complex, multi-faceted roof planes twisting to conform to irregular building shapes are permitted.

(b) Alignment. All roofs are intended to be seen as part of the backdrop of the sloping hillside site rather than objects to be silhouetted against the horizon. Design of each Dwelling shall include an effort to align the predominant horizontal lines of the roof, the primary ridgeline, and its eaves or dripline, reasonably parallel to the prevailing site contours. Such prioritized ridgeline alignment, reinforced by creative use of smaller, non-aligned roof planes, will create an ordered visual diversity that responds to dominant patterns of the natural grade. A primary ridgeline that runs perpendicular to the contour lines of the Lot is strongly discouraged.

(c) Materials. Careful design should consider the visual impact of the roof materials, and minimize their contrast with the surrounding natural landscape. Roofing materials are classified as follows:

Permitted: Unfinished metals of copper, zinc, or  
terne or steel

Fire retardant wood shingles or medium shakes  
with no more than 10 inches to the weather

Asphalt shingles weighing more than  
270 pounds per 100 square feet

Prohibited: Heavy, hand-split wood shakes

Glazed tile

Curved tile

Synthetic Shingles or Tile, including aluminum  
interlock shingles

Highly reflective metals

Roll and membrane roofing

Composition or tar and gravel roofing

(d) Roof Colors. All roofing material shall be of an  
Approved Color.

(e) Fascia. Fascia and roof trim shall be sized to be in  
scale with the roof and building mass, and shall not be less  
than twelve inches wide. The use of compound or build up  
trim adds detail to the roof element and is encouraged. Roof  
trim shall be finished in an Approved Color to match or mildly  
contrast with adjacent siding or roof material.

(f) Roof Appurtenances. All vents, stacks, gutters,  
flashings, snow diverters, furnace flues, trim and metal work  
shall match the color of the surface to which it is attached  
or from which it projects. Whenever possible, vent stacks  
must be combined to minimize roof penetrations, and concealed  
from the Public View. No mechanical equipment, exhaust fans,  
coolers, or attic ventilation equipment shall protrude more  
than 6 inches from the roof or in anyway interrupt the roof  
surface if within the Public View. Skylights are permitted  
when mounted close to and consistent with the underlying roof  
pitch. Domed or barrel-vaulted skylights are prohibited.



Solar collectors shall lie flat on the roof surface, with attention to minimizing glare and reflection to the Public View, and to integrate such devices into the form and plane of the roof. Greenhouse or conservatory roofs shall match the plane and slope of adjoining roofs; curved portions of these elements are not allowed where in the Public View. All visible parts of such roof appurtenances, except glazing, shall match the color of the underlying or adjacent roof surface.

.6.8. Chimneys. Chimneys must be constructed of or enclosed in approved siding material. No exposed metal flues are permitted. Visible metal parts, other than flashings, are not permitted. If more than one chimney is used on a Dwelling, then each must be of the same design, finish and appearance, although sizes may differ. Whenever possible, chimneys shall contain and conceal the Dwelling's vent stacks, furnace flues and other permitted roof penetrations. All flues must be flat-topped, side-venting, and equipped with spark arrestors.

.6.9. Antennas. All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened from the Public View in a manner approved in advance by the Architectural Committee.

.6.10. Siding and Trim Characteristics. The materials that clad the exterior of the Dwelling shall be natural materials that blend with and are compatible with the natural landscape. The textures and patterns of siding material affect the perceived scale and mass of the Dwelling.

(a) Materials. Whenever possible, major wall surfaces should express their mass by being finished with plaster, stucco, or stone.

Neither plaster nor stone shall be used as an infill (i.e. "Tudor" or "half-timbered"). Heavier materials should be used below lighter materials whenever more than two siding materials are exposed on the same surface. No more than three permitted siding materials may be used on any one building facade, and no more than four on any one Dwelling. Siding materials on the Wooded Lots may affect fire sprinkling requirements under the Uniform Fire Code. Siding materials are classified as follows:

Permitted:      sidings, boards, or shingles of  
                    natural wood (cedar, fir, redwood,  
                    cyprus or spruce) tight-knot grade  
                    or better,  
  
                    plaster, including stucco, Dri-vit  
                    and similar systems, which shall be

seamless except for expansion joints

natural stone indigenous to the mountain environment laid in a random or rubble pattern

solid, irregular, structural logs, (on Wooded Lots only)

Prohibited: textured plywood

synthetic sidings such as particle board, vinyl, aluminum, metal, masonite or asphalt tiles, charm stone, etc.

metal

brick

(b) Trim Materials. The use of skirt boards, water tables, banding, battens, headers, sills, casings and other trim can enrich the exterior of a Dwelling and is encouraged. Permitted trim materials are limited to better quality cedar, cypress, redwood, fir, spruce, pine, or durable weather resistant hardwoods such as teak and mahogany. When placed with or against siding or boards, the trim material shall be of the same wood variety as the adjoining siding material, except for casings on windows and doors provided by the manufacturer of the window or door.

(c) Colors and Finishes. Wood sidings and shingles shall be finished in colors selected from the Approved Colors List. Siding shall not be painted, but shall be stained with semi-transparent or semi-solid stains that permit the natural grain and textures of the wood materials to show through.

Stucco and similar permitted materials shall be blended or finished in warm, off-white, light gray or light tan colors, and applied in a manner that does not obscure the natural texture or "tooth" of the material. Stone shall be finished only with a clear water repellant to prevent infiltration or staining of the Dwelling by oxidation. Highly contrasting trim is prohibited on any portion of the Dwelling visible from Public View. Trim may be finished to match or mildly contrast with any adjacent wood siding materials, or any rock or stucco siding, provided that colors are from the Approved Colors List.

(d) Siding Appurtenances. Flashings and other accessories shall be finished to match the siding and be made unobtrusive. Gable vents shall be finished to match the siding and shall be



rectangular, or if triangular or trapezoidal, shall match the slope of the adjacent roof slope. All curvilinear gable vents and louvers are prohibited. Vent, stacks, meter troughs, meters, junction boxes and other devices which penetrate or mount upon exterior walls shall be concealed from Public View when possible, and shall be finished to match the surrounding or underlying surface, except for approved exterior light fixtures or lighting devices.

.6.11. Windows. (a) Design. Window openings should be arranged and combined in a manner to reference the indigenous architecture of the mountain community. Where large glazed areas are desired, windows should be grouped together. When in the Public View, the use of single glass surfaces (lites) of over 20 square feet is strongly discouraged, and no single lite on any Dwelling shall exceed 50 square feet. A grouping of windows, each separated by trim, mullions, or siding material, is preferable to windows attached jamb-to-jamb in a strip or gang. Windows shall be rectilinear in shape, although trapezoidal forms are allowed when the top leg is parallel to the roof slope above, and other legs are vertical and the base horizontal. Free-standing round-topped, quarter rounded, and elliptical, windows are prohibited. Any half-round, constant radius windows, incremental to a Palladian window assembly, and consisting of no more than three glazed elements, of which the round-top is the central and highest element, all trimmed as a single unit, is permitted. Free-standing round or octagonal windows of less than 24 inches in sash diameter or width are permitted. Glass block may not be used if within the Public View.

(b) Material. Windows must be either wood or, clad wood. All windows must be double or triple glazed. The use of non-wood snap-in or artificial muntins is prohibited. The use of true divided lites or wood, full-sectioned applied muntins is encouraged and will enrich the appearance of large glazed areas. Windows shall be finished in an Approved Color to match or mildly contrast with their adjoining trim.

No window part will be finished in white or in any sharply contrasting color. No reflective glazing is permitted, and the use of opaque tints, and films applied to clear glass is prohibited.

.6.12. Exterior Doors. Door openings should be protected by overhanging eaves and otherwise located to provide shelter from mountain weather and snow shedding from the roof. When adjacent, doors and windows shall have matching head heights, and when grouped together, doors should be of identical size and type. Doors shall be rectangular in shape and constructed and glazed to the same standards as the windows, as described above. Doors shall be finished in an Approved Color to match the trim or to mildly contrast with trim and siding.

.6.13. Garage Doors. Garage doors may vary in height but shall match the trim details of any other doors and windows on the same wall surface or within 4 horizontal feet on the same elevation in the Public View. Adjacent garage doors may vary in width but shall otherwise be identical. Surfaces in the Public View shall be solid wood or wood veneer, finished in an Approved Color to match or mildly contrast with adjacent trim and siding.

.6.14. Balconies and Decks. Balconies and decks can add visual interest and further enrich the design of the Dwelling. Balconies should be small, private areas and designed and located to minimize accumulations of snow and ice. Decks are larger and should closely relate to the adjoining grade and landscape areas. The area under any deck must either be landscaped or screened so that the Public View is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than four feet above grade must either be completely screened with shrubbery, vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony) then treated or stained to match the adjacent wood siding and trim. All deck railings and their posts and other parts shall be constructed of wood or metal and finished in an Approved Color to match or mildly contrast with the adjacent wood siding or trim.

.6.15. Fire Protection. All dwellings on Wooded Lots must comply with the wildland fire exposure provisions of the Uniform Fire Code, and may be required to use only flame retardant exterior materials or be equipped with an automatic fire sprinkler system as defined in the Uniform Fire Code.

.6.16. Foundations. No foundation may be exposed for more than eight inches above the finished grade. Foundations that extend above that height must be covered with an approved siding material.

.6.17. Parking Areas. Each Dwelling shall include a garage for at least two vehicles. Dwellings may garage more than two vehicles, provided that no more than three car-widths of garage entrance may face the Public View. Double loading of garage areas is permissible. Each Dwelling must also provide paved driveway parking for two vehicles. No on-street parking is permitted. Parking areas may not be used for the storage or parking of boats, campers, or motorhomes.

.6.18. Barns. On a Ranch Lot, one Barn as defined above is permitted. Barns must comply with the Architectural Design Standards for Dwellings, except that (a) windows may be single glazed or not glazed, and (b) hanging or sliding doors and window closures are permitted. Barns may not exceed 720 square feet in



Floor Area on the ground level. No Dwelling Unit may be installed in any Barn. The maximum height of a barn, at the ridgeline of the roof, shall not exceed 22 feet above natural grade.

.6.19. Driveway and Utility Connections. Each Lot shall be permitted one curb-cut on the Roadway for a driveway. The location, slope, grading conditions, and other impacts of the proposed driveway shall be considered by the Committee in its review of the Owner's plans. On Wooded Lots and when possible and practical, underground utility connections shall be made adjacent to or under the driveway to minimize disturbance of the vegetation. If all utility connections cannot reasonably be made in the driveway corridor of a Wooded Lot, up to two additional cuts can be made through the Natural Area, provided that the width of each vegetative cut for the utility connections is kept minimal. Once driveway and utility connections for a Lot have been designated by the Owner and approved by the Committee, and approved construction of the Improvements has begun, the driveway connection will cease to be Natural Area, and is deemed a part of the Limits of Disturbance Area on the Lot. Such conversion will be permitted only one time on each Lot, and should construction be abandoned, any future Improvement on that Lot is bound to the same driveway connection. Any separate utility connections will remain Natural Area, and must be re-vegetated in accordance with Article VII of this Declaration.

.6.20. Driveways, Walkways and other Paving. Whenever possible, the construction of driveways and walks shall conform to natural grade. Necessary cuts and fills shall conform to good design practices and blend with or match natural grades in a rounded and gentle manner, with no sideslopes steeper than one foot of vertical rise in two feet of horizontal run. All paved surfaces shall have an appearance and scale consistent with the mountain community. Large hard surfaced areas are discouraged. No driveway surface shall exceed 20 feet in width or a 10% slope, and whenever possible and practical, the first 20 feet in from the curb-cut shall not exceed a 5% slope. Asphalt, pigmented concrete of an Approved Color, natural stone, and stone-dust, or bound gravel are the only permitted materials for driveways.

Walks may be constructed of wood block, boards or planking as well as any approved driveway material. Permitted materials for patios, decks, terraces or other on-grade exterior finished areas are the same as for walks.

## ARTICLE VII

### LANDSCAPE STANDARDS

.7. Introduction. The intent of this Declaration is to conserve water, and preserve the natural vegetation and condition on the property to the extent possible, given the construction of

the Subdivision. The use of each Lot is subject to the following Landscape Standards:

.7.1. Irrigation of Lots. Water is a precious commodity in this semi-arid alpine desert climate, and any choice of vegetation materials should consider the irrigation needs. While Declarant recognizes and accepts that an Owner may want to plant and care for lawns and other water intensive plants, any species requiring long-term irrigation is clearly dependent upon the continued availability and affordability of water for irrigation purposes. The permanent irrigation heads and the application of water shall be contained in the Limits of Disturbance Area on any Wooded Lot. Temporary irrigation is required to repair damage to the natural vegetation in all Natural Areas or Open Space, and is necessary while establishing new growth of Approved Plants.

.7.2. Vegetation Removal. The natural vegetation of both the woodland areas and the meadow areas of the Property are valuable features. No commercial harvesting of forest products, including cutting of firewood, shall be allowed on the Property. No clear-cutting, thinning, or denuding of wooded areas is permitted except in conjunction with the construction and maintenance of approved Improvements, in which case all such clearing must be limited to the Limits of Disturbance Areas. All trees and brush cut on any Lot must be promptly removed from the Property and disposed of by the Owner. Cut trees or brush accumulated on the Property creates a fire hazard and an unsightly condition which is deemed to be a nuisance.

(a) Within the Limits of Disturbance Areas of the Wooded Lots, and in conjunction with the construction or maintenance of approved Improvements, the Owner may clear and remove the natural vegetation. The Owner is encouraged to remove only so much of the natural vegetation as necessary to complete construction, and to preserve as much of the natural vegetation as reasonably possible. Where trees are removed, the Owner is encouraged to soften the abruptness of the transition between cleared areas and the wooded Natural Area by a gradual thinning of trees, feathering the edge, and irregularly shaping the cut edge. The line of tree removal shall not match the Limits of Disturbance Area boundary. All such feathering, thinning, and shaping is to occur within the Limits of Disturbance Area only.

(b) Within the Natural Area of the Wooded Lots, clear-cutting or denuding shall be prohibited, except in conjunction with permitted Utility Connections and Driveway Connections, as described in Article VI. No fence line shall be clear-cut, and fencing must meander around healthy trees located on the property lines, provided that branches and brush along the fence line may be trimmed back for installation or maintenance of a permitted fence. The Owner may selectively cut and



remove dead, diseased or unhealthy trees, or trees that present a reasonable risk of property damage or personal injury due to falling. General thinning is prohibited, but the Owner may selectively remove or thin underbrush to maintain the health of the woodlands. All such activities shall be consistent with good forestry management practices.

(c) Within the Natural Areas of non-Wooded Lots, Owners are encouraged to plant and permit the natural spread of the native woodlands over the Natural Area within their Lots. Any such woodland re-vegetation shall be irrigated by Owner until the healthy growth is established. Once the re-vegetated areas are established, they shall be governed by "b" above. On Lots 2, 3, 40, 41, 42, and 43, and downslope from the Limits of Disturbance Area on those Lots, the Declarant reserves the right to enter on the Lots and re-establish bands and clumps of native vegetation to soften the visual transition from the Lot to the abutting Open Space, and to increase privacy for the Lot. All such re-vegetation by the Declarant will be done in conjunction with the construction of Subdivision Improvements, and once installed, shall be maintained by Owner as a Natural Area on a wooded lot, as described above.

.7.3. Re-Vegetation of Disturbed Areas. The Owner of any Lot must promptly re-vegetate portions of the Natural Area that are disturbed in the course of construction or otherwise. Re-vegetation shall occur as soon as possible weather permitting. Where existing grades have been disturbed to place Improvements on a Lot, the grade shall be contoured into the natural grade at slopes that are consistent with those naturally occurring in the vicinity to preserve the natural continuity of the land form. Any such new slopes shall be stabilized once rough grade is re-established, and re-vegetated as soon as possible. This stabilization can occur early in the construction process if properly planned, and contribute to soil conservation and erosion control. Within the Natural Area of a Wooded Lot, this re-vegetation shall attempt to recreate the natural vegetation pattern of the undisturbed site. Any vegetation disturbance to the Natural Area of a Wooded Lot or Open Space, whether permitted or accidental, shall immediately be repaired and re-vegetated with plants from the Approved Plant List. Within the Limits of Disturbance Area of all Lots, re-vegetation and landscaping must be completed as soon as possible following the issuance of a Certificate of Occupancy, but in no event later than the spring following the issuance of the Certificate of Occupancy. Within the Limits of Disturbance Area of any Lot, and within the Natural Area of a non-Wooded Lot, the Owner may plant lawns gardens, trees, shrubs, and other plantings, and while the use of plants from the Approved Plant List is encouraged, it is not required. All vegetation should be planted in a naturalistic manner, grouping similar species and creating soft and flowing transitional lines

where plant species and levels of maintenance change. Mowed turf grass or any Wooded Lot shall cover no more than 60% of the Limits of Disturbance Area remaining after the construction of the Improvements. On non-Wooded Lots, the mowed turf grass area may cover up to 80% of the remaining Limits of Disturbance Area and Natural Area. The remaining area shall be transitionally planted with shrubs, trees, and ground covers when adjacent to the Dwelling and Improvements, and unmowed natural grasses, wildflowers, and compatible trees and shrubs as transition to the Natural Area. Planting of trees is encouraged, provided that the location of trees will be subject to review by the Committee so that view corridors from adjoining Lots are preserved.

.7.4. Retaining Walls. Careful and sensitive design should generally eliminate the need for retaining walls. In those situations where a retaining wall is necessary, it shall be of treated landscape timbers, natural stone, or concrete faced with natural stone. No retaining wall shall exceed 48 inches in exposed height, and any series of retaining walls on the same slope shall be separated by a horizontal distance of at least 10 feet of natural or finished grade of no more than 15% slope. Retaining walls must be shown on the site plan submitted to the Committee.

.7.5. Re-vegetation of Ranch Lot Open Space. Ranch Lot Open Space is intended to function as pasture for horses. While the planting of vegetation from the Approved Plant List is encouraged, the agricultural function of this area is to control. Planting of drought tolerant pasture grasses is encouraged. Planting of turf grasses is prohibited.

.7.6. Fences. Perimeter fencing shall not be permitted in the Subdivision except for such perimeter fencing as Declarant or the Association may install along Subdivision boundaries. Limited interior fencing is permitted subject to advance approval by the Committee. Interior fencing of any Lot shall not extend beyond the front facade of the Dwelling at the point where the facade, if extended, would cross the side Lot line. Specific Fencing Standards are attached as Exhibit "D".

#### ARTICLE XVIII

##### COMBINATION OF LOTS

.8. Right to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision. In the event an Owner desires to combine more than two Lots, the determination of new Limits of Disturbance Area will be based on the sizes for the two largest Lots combined, and no additional Limits of Disturbance Area will result from the addition of a third or any subsequent Lot.



.8.1. Limits of Disturbance Area Revision. As a result of the combination of Lots, the Limits of Disturbance Areas of the two Lots must be revised. The Owner of the Lots must submit the proposed Limits of Disturbance Area for the combined Lot to the Committee for its review. In no case may the combined Limits of Disturbance Area exceed 75% of the sum of the two Limits of Disturbance Areas for the Lots if developed independently. Siting of the Dwelling should spread the resulting building mass more or less evenly over the combined Lots. In no event shall the entire Dwelling mass be allocated to a single Lot.

.8.2. Dwelling Size. The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 75% of the sum of the maximum allowable Dwelling Sizes stated in this Declaration for the two Lots if developed independently.

.8.3. Ranch Lots. Ranch Lots may be combined with other Lots, provided that in no event shall additional Limits of Disturbance Area or Dwelling Size be based on the Limits of Disturbance Area for the Barn. The Barn shall not be re-located in a manner that places it closer to any other Owner's Dwelling.

.8.4. Driveways and Utilities. The driveway and utility corridor requirements of this Declaration are based on each Dwelling, not on each Lot, and no additional driveway, curb-cut, or utility width is permitted for a combined Lot.

.8.5. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot.

.8.6. Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Summit County Recorder upon the commencement of construction.

## ARTICLE IX

### OWNERS' MAINTENANCE OBLIGATIONS

.9. It is the obligation of each Owner to properly maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

.9.1. Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the

Lot in a good state of repair and an attractive, safe, and healthy condition.

.9.2. Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law.

.9.3. Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic will be made without the advance consent of the Committee.

.9.4. Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit.

No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

## ARTICLE X

### CONSTRUCTION COVENANTS

.10. Introduction. In order to insure that the Natural Area outside of the Limits of Disturbance Area on each Lot is not



damaged during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which Owner is liable.

.10.1. Pre-Construction Conference. Prior to the commencement of construction, the Owner and Builder will meet with the Committee to review these regulations and coordinate the construction activities within the Subdivision. At the conference, or prior to the Committee granting its approval, the Owner or Builder must supply a construction site plan showing the location of material storage areas, the portable toilet, any construction office or trailer, and the trash dumpster. This plan must be approved by the Committee prior to the commencement of construction.

.10.2. Marking Limits of Disturbance. Prior to the commencement of construction, the Owner shall survey and mark the Limits of Disturbance Area(s) of the Lot. The Limits of Disturbance Area boundary will be marked with surveyors tape and roped-off or fenced to prevent any intrusion by construction activity.

.10.3. Occupational Safety and Health Act Compliance. The Builder shall comply with the standards and regulations of the United States Department of Labor under the Occupational Safety and Health Act.

.10.4. Portable Office or Trailer. Any Builder who desires to bring a portable office or trailer on to a Lot shall first apply for and receive written approval from the Committee. The Committee will work closely with the Builder and Owner to determine the best possible location for the portable office. The portable office will be located in a location approved by the Committee and within the Limits of Disturbance Area.

The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension of construction activities for a period of 60 days.

.10.5. Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and depositing construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and

regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot, the Property, or anywhere within the Subdivision.

.10.6. Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, when ever practical and possible.

.10.7. Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Committee, and removed from the site at such time as the permanent plumbing system is operational.

.10.8. Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot, Open Spaces or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

.10.9. Conservation of Landscape Materials. To the extent reasonably possible, native plant material removed from a Lot during the construction process should be preserved for replanting on the Lot. Topsoil, rock outcroppings, boulders, springs and seeps should be preserved.

.10.10. Blasting. Blasting should not be necessary in the Aspen Springs Ranch Subdivision, but in the event that it is necessary to blast in conjunction with the construction of any Dwelling or Improvement, the Owner must notify the Committee in advance. In addition the Builder must comply with all ordinances and regulations of Park City applicable to blasting. Notice to the Committee shall be far enough in advance to allow reasonable review of the governmental permits. No blasting, impact digging, or pile driving causing seismic vibrations may be undertaken without the consent of the Committee.

.10.11. Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

.10.12. Hours of Work. Daily working hours on the site shall be limited to the period beginning one half hours after sun rise and ending one half hour before sunset, unless otherwise restricted by Park City ordinances. The Builder is responsible for controlling noise emanating from the site.



.10.13. Soil Conservation, Dust. At all times when the surface of the Lot is disturbed by construction activity, and re-vegetation has not been completed, the Builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

.10.14. Removal of Mud. The Builder is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

.10.15. Construction Access. Construction access to the Dwelling is limited to the Driveway and Utility Corridors designated on the approved site plan for the Dwelling. The Natural Areas shall not be used for ingress or egress, temporary utility lines, delivery of material, or otherwise disturbed during construction.

.10.16. Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the City, Snyderville Basin Sewer Improvement District and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of six months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

.10.17. Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction. The Association, if necessary shall initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Lot.

#### ARTICLE XI

##### GENERAL PROVISIONS

.11. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

.11.1. Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

**.11.2. Remedies.**

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

**.11.3. Severability.** Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

**.11.4. Limited Liability.** Neither the Declarant, the Trustees, or the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

**.11.5. Term of Covenants, Renewal.** This Declaration shall expire fifty years from the date it is first recorded with the Summit County Recorder, provided however that in the last year prior to expiration, the Owners of 90% of the Lots may, by written notice which is recorded with the Summit County Recorder, agree to extend the covenants for a period of an additional twenty years.

**.11.6. Amendment, Mortgagee Not Bound.** At any time while this Declaration is in effect, the Owners of 80% of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in all or a portion of the Additional Land at the time of



the proposed Amendment, the consent of the Declarant will be required. Any such consent shall be in the exclusive judgement of the Declarant. Any Amendment must be in writing and be properly recorded in the office of the Summit County Recorder. No Amendment will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the Amendment. This Declaration may not be repealed by amendment. No Amendment shall have the effect of eliminating the Limits of Disturbance Area and limitations on site disturbance, increasing the number of Lots or Dwellings within the Subdivision beyond that approved by the City and this Declaration, or making less restrictive those provisions regulating the uses of the Open Space within the Subdivision.

.11.7. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

.11.8. Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement five feet in width across the front of the Lot for the installation and maintenance of utility services to the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

.11.9. Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

.11.10. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

.11.11. Expansion of Project. The Declarant owns or may own an interest in all or a portion of the Additional Land which adjoins the Subdivision which is described on the attached Exhibit "B". The Declarant may subdivide all or part of the Additional

Land and may then add it to the Aspen Springs Ranch Subdivision subject to these Covenants. Any of the Additional Land may be subjected to this Declaration and become a part of the Subdivision by recording a Subdivision Plat describing such Additional Land and the Lots created on it, and a Supplemental Declaration stating that such Additional Land has been added to the Subdivision and is subject to these Covenants, Conditions and Restrictions. Any Additional Land will be added, if at all, within seven years from the date this Declaration is recorded.

.11.12. No Obligation to Expand. The Declarant reserves the right to add some or all of the Additional Land to the Subdivision, but there is no obligation to do so. Any Additional Land, if not added to the Subdivision, may be developed in a manner that is different from the Subdivision.

.11.13. Expansion in Phases. The Declarant may exercise its right to expand the Subdivision in one or more phases. The addition of some of the Additional Land does not obligate the Declarant to add the balance of the Additional Land to the Subdivision.

.11.14. Pre-existing Conditions. As of the date of this Declaration, a variety of Improvements exists on the Property. These pre-existing conditions, when not in conformance with this Declaration, shall not be deemed to be in violation of the intent and purpose of this Declaration or the uniform plan for the development of the Subdivision, and shall be exempt from the enforcements and remedies provided herein.



Executed on the date stated above.

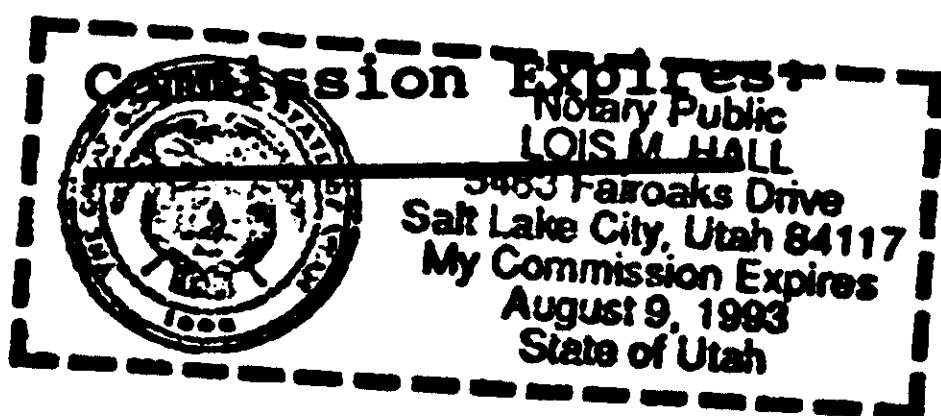
Aspen Springs Ranch Corp., a Utah corporation

By: [Signature]

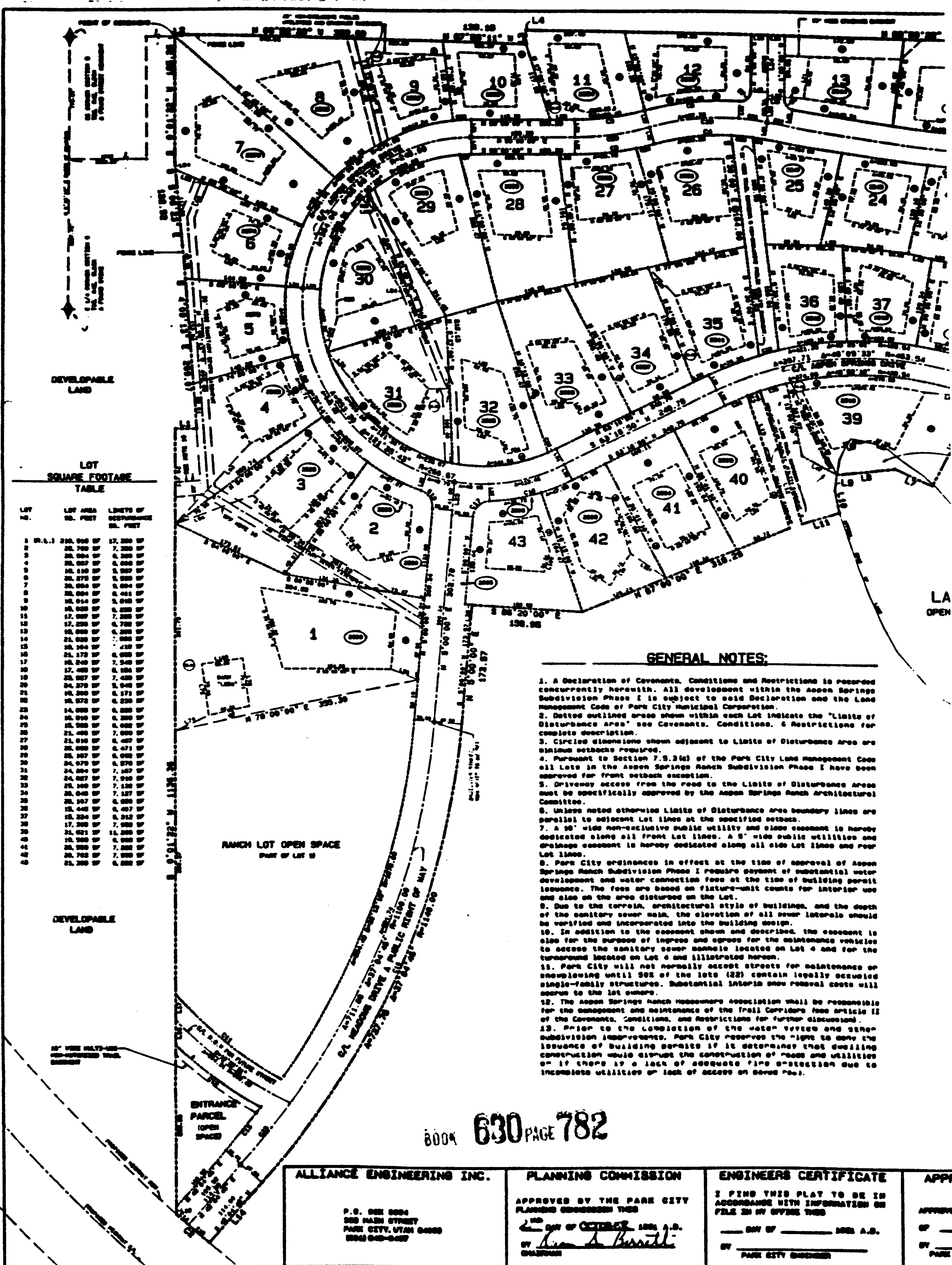
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County of Summit       )

On the 26th day of August, 1991, Gerald A. Jackson,  
appeared before me and each acknowledged that he is the President  
of Aspen Springs Ranch Corp., a Utah corporation, which is the  
Declarant in the above instrument, and that he executed the same on  
behalf of the corporation with proper authority.

[Signature]  
Notary Public  
Residing at: \_\_\_\_\_



BOOK 630 PAGE 781



BOOK 630 PAGE 782

ALLIANCE ENGINEERING INC.

P.O. BOX 8884  
200 N. MAIN STREET  
PARK CITY, UTAH 84302  
(801) 798-0007

PLANNING COMMISSION

APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS

DAY OF October 1981 A.D.  
BY Kim A. Bassett  
CHAIRMAN

ENGINEERS CERTIFICATE

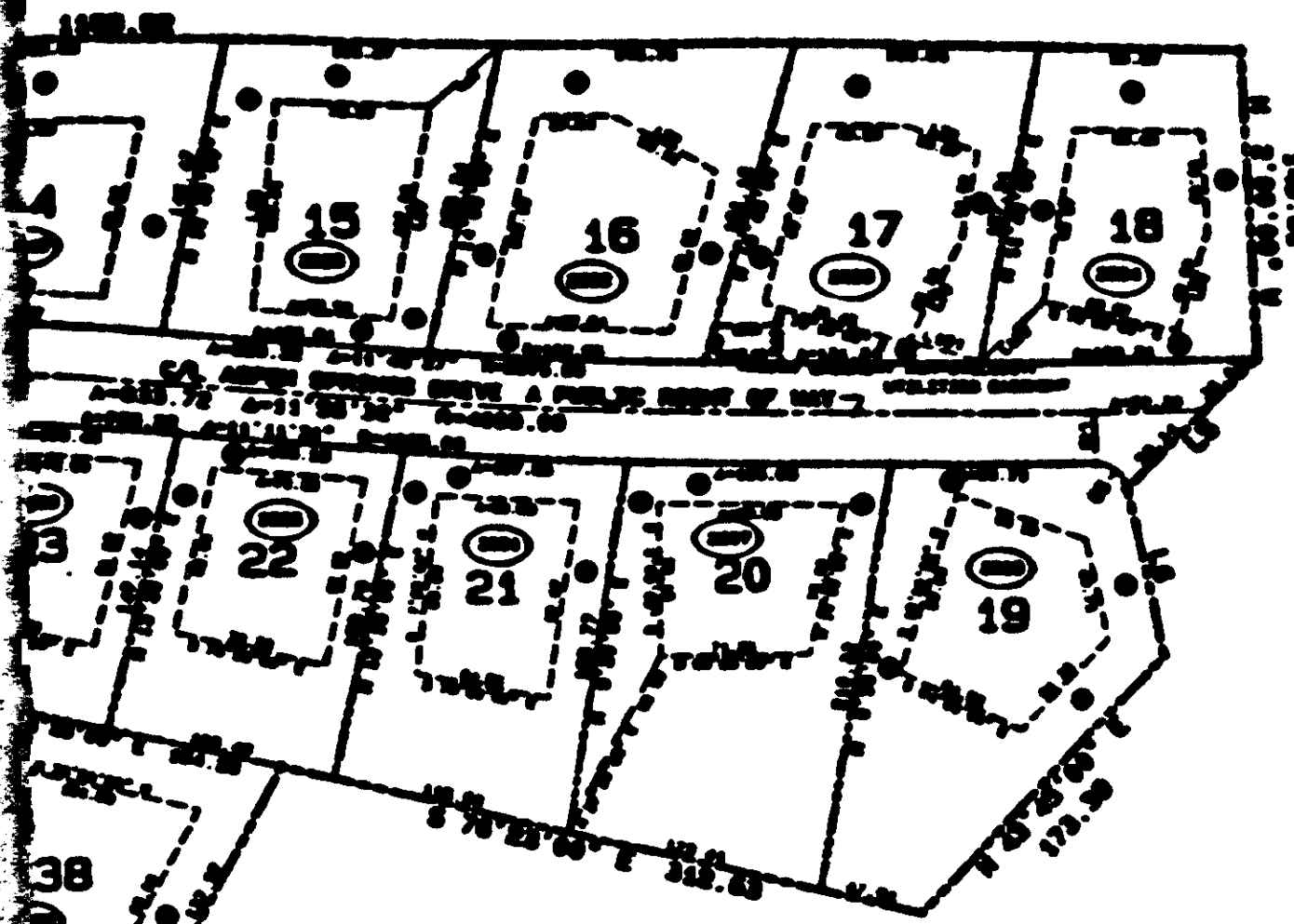
I FIND THIS PLAN TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS

DAY OF October 1981 A.D.  
BY \_\_\_\_\_  
PARK CITY ENGINEER

APPR

APPROVE  
OF  
BY  
PARK CITY





CURVE TABLE

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
2	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
3	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
4	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
5	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
6	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
7	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
8	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
9	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
10	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
11	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
12	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
13	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
14	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
15	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
16	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
17	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
18	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
19	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
20	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
21	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
22	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
23	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"

LINE TABLES

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
2	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
3	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
4	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
5	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
6	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
7	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
8	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
9	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
10	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
11	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
12	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
13	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
14	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
15	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
16	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
17	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
18	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
19	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
20	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
21	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
22	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"
23	N 89° 13' 13" E	779.94	2633.00	172° 30' 00"

**SPECIAL NOTES:**  
1. The maximum floor area for buildings in the subdivision is 5,000 square feet except on Ranch Lot 1, the maximum floor area shall be 8,000 square feet. Up to 500 square feet of attached garage space is allowed in excess of these limits.  
2. Buildings built on Lots 26, 27, 28, and 29 are subject to a special height restriction which set the maximum ridgepole height at 20 feet above natural grade and set the maximum side-roof height at 25 feet above natural grade.

**NOTE:**  
THE SYMBOL INDICATES STREET ADDRESS AS SHOWN ON THE PLAT. TWO HANDS INDICATES EITHER MAY BE USED.  
THE SYMBOL INDICATES STREET ADJACENT TO THE SET.

**SURVEYOR'S CERTIFICATE**

I, John Demkowicz, do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 6164 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots and public right-of-ways to be hereafter shown on ASPEN SPRINGS RANCH SUBDIVISION PHASE I and that same has been correctly surveyed and shown on the ground as shown on this plat.

DATE: 8-17-91

*John Demkowicz*  
JOHN DEMKOWICZ LS NO. 6164



**LEGAL DESCRIPTION**

Beginning at a point on the corner line of Section 5, said point being N 89° 13' 13" E 779.94 feet along the section line and west 2633.00 feet from the Southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point also being on an existing fence line, and running thence S 82° 44' 39" W along said fence line 17.77 feet; thence N 88° 52' 29" W along an existing fence line 352.60 feet; thence N 87° 50' 11" W along an existing fence line 139.10 feet; thence S 8° 04' 25" W along an existing fence line 23.60 feet; thence N 88° 50' 22" W 1.50 feet to the Northwest corner of Iron Canyon Subdivision; thence N 88° 50' 22" W along the north line of said Iron Canyon Subdivision 1189.62 feet; thence leaving said north line N 2° 00' 00" W 140.91 feet; thence S 44° 17' 30" E 80.16 feet; thence N 11° 45' 37" W 83.17 feet; thence N 42° 45' 00" E 173.30 feet; thence S 78° 23' 00" E 312.63 feet; thence N 27° 30' 00" E 332.40 feet; thence S 64° 50' 00" E 57.00 feet; thence N 83° 50' 00" E 84.50 feet; thence N 7° 02' 25" E 24.13 feet; thence N 11° 30' 15" W 32.63 feet; thence N 72° 30' 00" E 55.73 feet; thence S 17° 30' 00" E 201.40 feet to a point on a 420.54 foot radius curve to the left (center bears N 19° 34' 03" W 430.54 feet); thence northeasterly along the arc of said curve 20.04 feet thru a central angle of 2° 37' 04"; thence N 17° 30' 00" W 200.24 feet; thence N 67° 00' 00" E 310.20 feet; thence S 88° 20' 00" E 150.95 feet; thence N 5° 00' 00" E 173.57 feet to a point on a 1140.00 foot radius curve to the right (center bears S 89° 00' 00" E 1140.00 feet); thence northeasterly along the arc of said curve 737.78 feet thru a central angle of 27° 04' 45" to a point of tangency; thence N 42° 04' 45" E 116.00 feet to a point on the proposed west right-of-way line of State Road U-224, said point also being on a 2779.79 foot radius curve to the right (center bears S 41° 19' 24" W 2779.79 feet); thence southeasterly along the arc of said curve and said west right-of-way line 62.53 feet thru a central angle of 1° 17' 20" to a point on the center line of said Section 5; thence leaving said proposed west right-of-way line S 1° 01' 22" W along said center line of Section 5 1130.36 feet to a point on an existing fence line; thence N 88° 50' 13" W along said fence line 30.95 feet; thence S 4° 09' 13" E along an existing fence line 200.07 feet; thence S 5° 00' 23" E along an existing fence line 122.92 feet to a point on the center line of said Section 5; thence S 0° 01' 22" W along said center line of Section 5 100.20 feet to the point of beginning.

CONTAINS 31.53 ACRES.

**OWNER'S DEDICATION AND CONSENT TO RECORD**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the herein described tract of land, having caused the same to be subdivided into lots, public right-of-ways, together with easements as set forth on this Record of Survey Plat to be known hereafter as ASPEN SPRINGS RANCH SUBDIVISION PHASE I does hereby dedicate for the perpetual use of the public all parcels of land shown on this plat as intended for public use and further consent to the recording of this Record of Survey Plat in accordance with Utah Law.

Also, the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement.

IN WITNESS WHEREOF, the undersigned sets their hand this 21 day of August, 1991.

ASPEN SPRINGS RANCH CORP.  
A Utah Corporation

*Gerald A. Jackson*  
GERALD A. JACKSON  
President

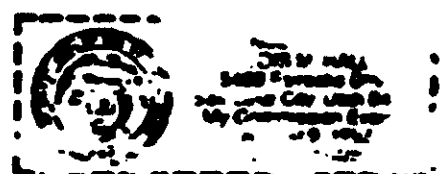
**ACKNOWLEDGEMENT**

STATE OF UTAH )  
COUNTY OF SUMMIT )

On this 1 day of August, 1991, personally appeared before me, the undersigned Notary Public, in and for said State and County, Gerald A. Jackson, who after being duly sworn, acknowledged to me that he is the President of Aspen Springs Ranch Corp., a Utah Corporation, that he signed the foregoing Survey Dedication and Consent to Record on behalf of that Corporation with full authority of its bylaws.

*Gerald A. Jackson*  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
8-7-92



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**ASPEN SPRINGS RANCH PHASE I**  
A SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

Exhibit A

<b>VAL AS TO FORM</b> NO TO FORM THIS DAY 1991 A.D. BY ATTORNEY	<b>CERTIFICATE OF ATTEST</b> I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS DAY OF 1991 A.D. BY PARK CITY READER	<b>COUNCIL APPROVAL AND ACCEPTANCE</b> APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS DAY OF 1991 A.D. BY	<b>RECORDED</b> STATE OF UTAH COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF DATE TIME BOOK PAGE PER RECORDER
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# **SURVEYOR'S CERTIFICATE**

I, JOHN DEMONICK, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 6184 IN THE STATE OF UTAH, AND THAT A SURVEY WAS PERFORMED UNDER MY DIRECTION OF THE PARCEL DESCRIBED BELOW.

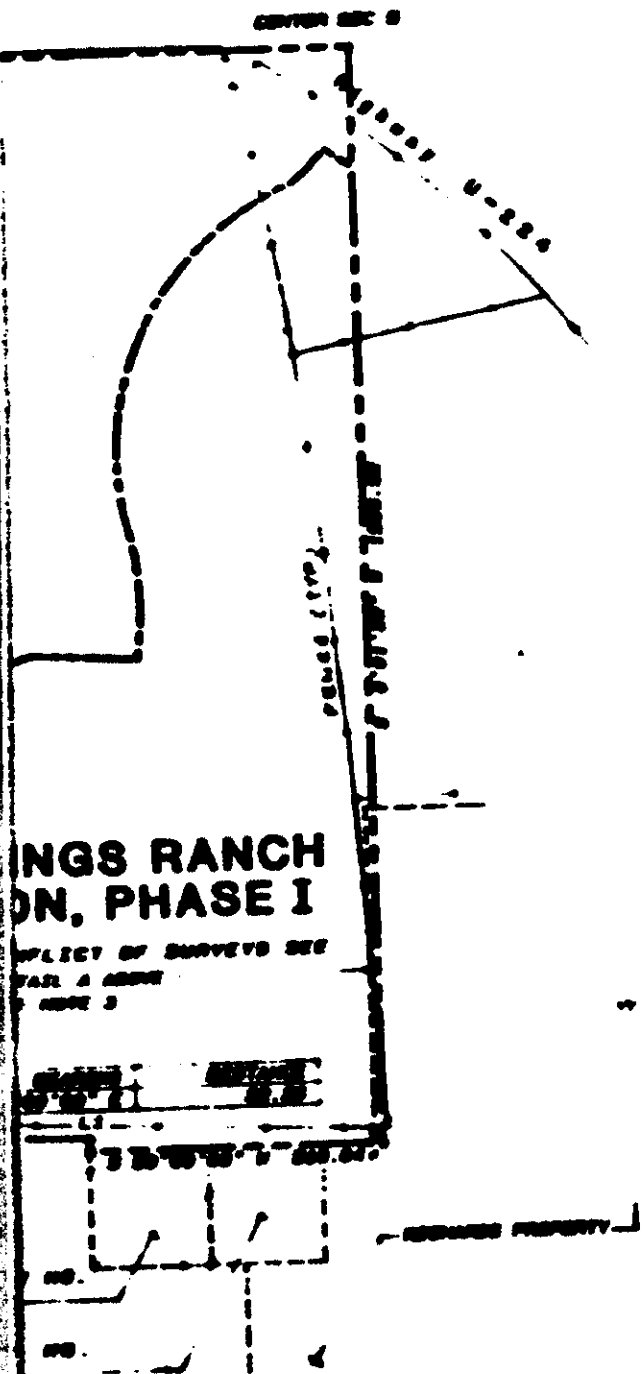
*John Demonick*  12-28-87

## **PROPERTY DESCRIPTION**

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND MARKING THENCE N 88°10'20" E 2029.91 FEET ALONG THE SOUTH LINE OF SECTION 8 TO THE SOUTH QUARTER CORNER OF SECTION 8; THENCE N 0°00'12" E 8077.30 FEET ALONG THE CENTER LINE OF SECTION 8; THENCE S 80°20'00" E 2042.00 FEET ALONG THE CENTER LINE OF SECTION 8 TO THE WEST QUARTER CORNER OF SECTION 8; THENCE N 80°00'00" E 2029.91 FEET ALONG THE CENTER LINE OF SECTION 8; THENCE S 0°01'00" E 1000.00 FEET ALONG THE CENTER LINE OF SECTION 8; THENCE WEST 510.04 FEET TO THE EAST LINE OF IRON CANYON SUBDIVISION; THENCE NORTH 80.00 FEET TO THE NORTH LINE OF IRON CANYON SUBDIVISION; THENCE N 80°00'00" E 1300.00 FEET ALONG THE NORTH LINE OF IRON CANYON SUBDIVISION; THENCE S 80°00'00" E 395.03 FEET ALONG THE NORTH LINE OF IRON CANYON SUBDIVISION; THENCE S 80°00'00" E 370.00 FEET ALONG THE NORTH LINE OF IRON CANYON SUBDIVISION TO THE WEST LINE OF SECTION 8; THENCE S 0°12'00" E 801.20 FEET ALONG THE WEST LINE OF SECTION 8 TO THE POINT OF BEGINNING. CONTAINS 277.00 ACRES.

## **NARRATIVE**

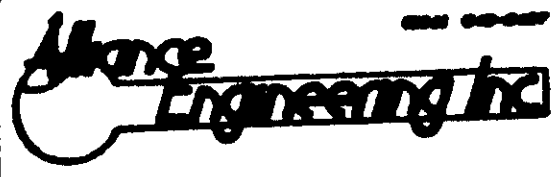
PURPOSE OF SURVEY: ESTABLISH PROPERTY BOUNDARY DESCRIPTION FOR DEVELOPMENT.  
 2. THE BASIS OF BEARING IS N 0°13'00" E BETWEEN THE SE CORNER AND THE NE CORNER OF SECTION 8. SAID CORNERS BEING EXISTING MONUMENTS AS SHOWN HEREON. THE BASIS OF BEARING IS CONSISTENT WITH THE IRON CANYON SUBDIVISION PLAT.  
 3. A CONFLICT EXISTS BETWEEN THIS SURVEY AND A SURVEY PERFORMED BY BUSH & BUDDELL INC. DATED 1985 OF THE RICHARDS PROPERTY. THE SOURCE FOR THE CONFLICT IS THE LOCATION OF THE S1/4 CORNER OF SECTION 8. BUSH & BUDDELL LOCATES THE S1/4 AT WEST 2830.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 8.  
 4. THE MONUMENT DEED ENTRY NO. 190821 AND THE ROSS DEED ENTRY NO. 2443181 ARE TIED TO THE S1/4 CORNER OF SECTION 8 AS SHOWN ON THE BUSH & BUDDELL SURVEY. SEE NOTE 3 ABOVE.  
 5. THE SECTION BREAKDOWN SHOWN HEREON CONFLICTS WITH THE SECTION BREAKDOWN AS SHOWN ON THE IRON CANYON SUBDIVISION PLAT, SHEET 2, ENTRY NO. 218880. THE CONFLICT DOES NOT AFFECT THIS PROPERTY.  
 6. THE PROPERTY IS LOCATED IN THE SE 1/4 OF SECTION 8 AND THE SW 1/4 OF SECTION 8.  
 7. PROPERTY CORNERS WERE NOT SET AT THE DATE OF SURVEY.  
 8. EASEMENTS, IF ANY, ARE NOT SHOWN.



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## **EXHIBIT B**

RECORDED NO. 2-81 (12-4-87)

 <small>CIVIL ENGINEER AND PLANNING ENGINEER'S 200 WEST CENTER STREET SUITE 200 P.O. BOX 1000</small>	<b>STAFF:</b> J. DEMONICK  REVISION 4-8-81 DATE: 12-28-87	PAGE 1  OF 1	PROPERTY SURVEY <b>SMITH RANCH</b> FOR: Equity Properties Corp.  JOB NO: 7-8-81

## EXHIBIT "C"

### APPROVED COLORS LIST

**INTRODUCTION:** It is the intention of the Declarant that the Dwellings constructed within the Subdivision shall not visually dominate the natural landscape. To harmonize with the natural palette, Dwelling colors shall be soft, earth tones, in the range of colors and intensities typical of native river stone.

To more accurately describe Approved Colors, they are quantified by reference to the accepted standard of the Munsell System, i.e., the Munsell Book of Color. Original color chips from Munsell are on file with both the Committee and the City, and color copies which are not fully accurate but are of illustrative value, are also available from the Committee.

The Munsell System arranges and identifies colors by three variables, "Hue", "Value" and "Chroma". The Hue notation indicates the relation of a color to Red, Yellow, Green, Blue, and Purple. The Value notation indicates the lightness of the color. The Chroma indicates the strength of the color, i.e., its departure from a neutral of the same lightness.

The colors displayed on the Munsell Color Charts are of constant Hue, designated by a symbol in the upper right-hand corner of the card. Vertically, the colors become successively lighter from the bottom of the card to the top by visually equal steps; their value increases. Horizontally they increase in Chroma to the right and become grayer to the left. The Value notation of each chip is indicated by the vertical scale in the far left column of the chart. The Chroma notation is indicated by the horizontal scale across the bottom of the chart.

As arranged in the collection the charts provide three scales; (1) radial, or from one chart to the next in hue, (2) vertical in value; and (3) horizontal in chroma.

"The nomenclature for color consists of two complementary systems; (1) Color names, and (2) the Munsell notation of color. Neither of these alone is adequate for all purposes." The color names and their limits are given in the diagrams which appear opposite each chart.

"The Munsell notation for color consists of separate notations for hue, value, and chroma, which are combined in that order to form the color designation. The symbol for hue is the letter abbreviation of the color of the rainbow (R for red, YR for yellow-red, Y for yellow) proceeded by numbers from 0 to 10.



Within each letter range, the hue becomes more yellow and less red as the numbers increase. The middle of the letter range is at 5; the zero point coincides with the 10 point of the next redder hue. Thus, 5YR is in the middle of the yellow-red hue, which extends from 10R (zero YR) to 10YR (zero Y)."

"The notation for value consists of numbers from 0, for absolute black, to 10, for absolute white. Thus, a color of value 5/ is visually midway between absolute white and absolute black. One of value 6/ is slightly less dark, 60 percent of the way from black to white, and midway between values of 5/ and 7/."

"The notation for chroma consists of numbers beginning at 0 for neutral grays and increasing at equal intervals to a maximum of about 20, which is never really approached in soil. For absolute achromatic colors (pure grays, white, and black), which have zero chroma and no hue, the letter N (Neutral takes the place of a hue designation."

"In writing the Munsell notation, the order is hue, value, chroma with a space between the hue letter and the succeeding value number, and a diagonal between the two numbers for value and chroma. If expression beyond the whole numbers is desired, decimals are always used, never fractions. Thus, the notation for a color of hue 5YR, value 5, chroma 5, is 5YR 5/6, a yellowish red. The notation for a color midway between the 5YR 5/6 and 5YR 6/6 chips is 5YR 5.5/6; for one midway between 2.5YR 5/6 and 5YR 6/8, it is at 3.75YR 5.5/7. the notation is decimal and capable of expressing any degree of refinement desired. Since color determinations cannot be made precisely in the field-generally no closer than half the interval between colors in the chart-expression of color should ordinarily be to the nearest color chip."

Quoted in part from U.S. Department Agriculture Handbook, 18 - Soil Survey Manual.

The following colors are the "Approved Colors" for use at Aspen Springs Ranch:

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COLOR	HUE	VALUE	CHROMA
Reddish Gray	10R	5-6	1
Pale Red	10R	6	2-3
Weak Red	10R	5	2-3
Dark Reddish Gray	10R	3-4	2
Weak Red	10R	4	
Reddish Gray	5R	5-6	1
Pale Red	5R	6	2-3
Weak Red	5R	5	2-3
Dark Reddish Gray	5R	4	1
Weak Red	5R	4	2
Dark Reddish Gray	5R	3	1
White	5Y	8	1-2
Pale Yellow	5Y	7-8	3
Light Gray	5Y	7	1-2
Light Gray/Gray	5Y	6	1
Gray	5Y	5	1
Light Olive Gray	5Y	6	2
Pale Olive	5Y	6	3
Olive Gray	5Y	5	2
White	2.5Y	N8-8	0-2
Pale Yellow	2.5Y	7-8	3
Light Gray	2.5Y	N7	0-2
Light Gray/Gray	2.5Y	N6	0
Light Brownish Gray	2.5Y	6	2
Light Yellowish Brown	2.5Y	6	3
White	10YR	8	1-2
Very Pale Brown	10YR	8	3
Light Gray	10YR	7	1-2
Vary Pale Brown	10YR	7	3
Light Gray/Gray	10YR	6	1
Light Brownish Gray	10YR	6	2
Pale Brown	10YR	6	3
Gray	10YR	5	1
Grayish Brown	10YR	5	2
White	7.5YR	N8	0
Pinkish White	7.5YR	8	2
Pink	7.5YR	8	3
Light Gray	7.5YR	N7	0
Pinkish Gray	7.5YR	7	2
Pink	7.5YR	7	3
Light Gray/Gray	7.5YR	N6	0
Pinkish Gray	7.5YR	6	2
Light Brown	7.5YR	6	3



COLOR	HUE	VALUE	CHROMA
White	5YR	8	1
Pinkish White	5YR	8	2
Pink	5YR	8	3
Light Gray	5YR	7	1
Pinkish Gray	5YR	7	2
Pink	5YR	7	3
Light Gray/Gray	5YR	6	1
Pinkish Gray	5YR	6	2
Light Reddish Brown	5YR	6	3
Gray	5YR	5	1
Reddish Gray	5YR	5	2
Gray	2.5YR	N6	0
Pale Red	2.5YR	6	2
Light Reddish Brown	2.5YR	6	3
Gray	2.5YR	N5	0
Weak Red	2.5YR	5	2
Reddish Brown	2.5YR	5	3
Dark Gray	2.5YR	N4	0
Weak Red	2.5YR	4	2
Light Greenish Gray	5GY	7	1
Greenish Gray	5GY	6	1

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**EXHIBIT "D"**

**PERMITTED FENCING**

Only the following types of fencing are permitted to be constructed, installed, maintained or allowed to stand within the Subdivision:

**TYPE I - EXISTING FENCES** All fences on the Property existing as of the date of recording of this Declaration, are permitted.

**TYPE II - POST AND RAIL WOOD FENCE**

**1. GENERAL:**

1.1 **DESCRIPTION AND USE.** This fence consists of wood posts and wood rails constructed in accordance with these specifications and the details and dimensions shown on the accompanying drawing. This fence may be used throughout the Subdivision.

**2. MATERIALS:**

2.1 **FENCE RAIL LOGS.** The fence rails shall be sound, peeled lodgepole pine free from rot, disease or insects. Fence rails shall be a minimum of 4 3/4 inches. the rails are to be cut with a 2 1/2 inches doweled end 3 inches long. The rails shall be treated with a shingle oil.

2.2 **FENCE POSTS.** The fence posts shall be sound, peeled lodgepole pine free from rot, disease or insects. Minimum diameter at the small end shall be 7 inches. The posts shall be treated with shingle oil and the buried end shall be dip treated.

The dip treatment preservative shall be Pentachlorophenol and diesel of a 10:1 ratio.

Before any timber posts are placed, the Contractor shall furnish to the Committee a "Certificate of Inspection of Treatment" issued by an independent Inspection agency. The certificate shall certify that the treatment has met the requirements of these specifications.

2.3 **WIRE APPLICATION.** Wire farm fence may be fastened to the Owner's side of any permitted post and rail fence. Farm fence shall be of 12 1/2 gauge woven or welded steel wire with a constant or varying mesh size. Top and/or bottom strands of 10 gauge smooth steel wire may also be applied.



2.4 GATES, BRACES, MISC. When used between Lots or to divide a Lot, gates, braces and other usual appurtenances shall be constructed of wood to match the appearance of the post and rail fence. When used against Open Space, gates, braces and other usual appurtenances may be of an "agricultural style" and constructed of weather resistant or protected metals. All gate hardware shall be of weather resistant or protected metals. •

### 3. EXECUTION:

3.1 GENERAL. Clearing, grubbing and grading are not allowed and disturbance of the ground cover shall be kept to a minimum. In general, the fence shall be erected on undisturbed natural ground and may deviate from the line as staked to negotiate trees and obstacles. Such deviations must be contained within the installing Owner's Lot unless a Fenceline Agreement exists between the abutting Owners.

3.2 CONSTRUCTION: The fence shall be constructed to meet the dimensions, line and grade as shown on the approved plans.

3.3 CLEANUP: When the fence has been installed, the general area shall be cleaned up to present a natural appearance. All debris and material not utilized shall be removed from the Subdivision.

### TYPE III - WIRE FARM FENCE

#### 1 GENERAL:

1.1 DESCRIPTION AND USE. This fence consists of woven or welded steel wire mesh fabric stretched across steel posts in accordance with these specifications and the details and dimensions shown on the accompanying drawing. This fence may be used anywhere in the Subdivision when each side of the fence abutts either Open Space or Trail Corridor.

#### 2. MATERIALS:

2.1 WIRE MESH. This wire mesh fabric shall be of 12 1/2 gauge woven or welded steel wire with a constant or varying mesh size. Top and/or bottom strands of 10 gauge smooth steel wire may also be applied.

2.2 STEEL POSTS. Steel posts of a tee, channel, U or Y type, with "spade anchors" shall be used; anchors may be omitted if the posts are set in concrete.

2.3 GATES, BRACES, MISC. Gates and braces and other usual appurtenances shall be constructed of steel or aluminum. Gates may be of pipe frame or corrugated or channel stock.

2.4 FINISHES. All steel fence components shall be protected from weather by zinc or aluminum coating. Steel posts, braces, and gates may be painted a typical "farm green" or an Approved Color.

3. EXECUTION:

3.1 GENERAL. Clearing, grubbing and grading are not allowed and disturbance of the ground cover shall be kept to a minimum. In general, the fence shall be erected on undisturbed natural ground and may deviate from the line as staked to negotiate trees and obstacles. Such deviations must be contained within the installing Owner's Lot unless a Fenceline Agreement exists between the abutting Owners.

3.2 CONSTRUCTION: The fence shall be constructed to meet the dimensions, line and grade as shown on the approved plans.

3.3 CLEANUP: When the fence has been installed, the general area shall be cleaned up to present a natural appearance. All debris and material not utilized shall be removed from the Subdivision.