

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
HIGH BENCH RIDGE PLAT "B" AND "D"**

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

HIGH BENCH RIDGE PLATS "B" AND "D"

The property presently consists of 14 lots which have been recorded (See Exhibit I).

The undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single family dwelling.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. Building Type. No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family residence not to exceed two stories in height and a private garage for not less than three nor more than four vehicles. Dwellings on lots 25,31,32,33,34,35,36,37 shall have a minimum square footage area above ground, not including the garage, of one thousand eight hundred (1,800) square feet for a single level residence, and two thousand three hundred (2,300) square feet total for a multi-level residence with the main floor having a minimum of one thousand six hundred (1,600) square feet. Dwellings on lots 26,27,28,29,30,38 shall have a minimum square footage area above ground, not including the garage, of two thousand five hundred (2,500) square feet for a single level residence, and three thousand (3,000) square feet total for a multi-level residence with the main floor having a minimum of two thousand (2,000) square feet. No log homes, solar homes, or subterranean homes or buildings shall be permitted.

Section 2. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet. Owners are encouraged to use offsets of greater than 30 feet. No building shall be located nearer than 12 feet to an interior lot line (with an aggregate width of 30 feet) or nearer than 30 feet to the rear lot line.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the East Mountain Development Committee.

Section 4. Temporary Structures. No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 5. Completion of Building. When the construction of any residence or other structure is once begun, work thereon must be carried out diligently and completed within sixteen (16) months of the date that site excavation is commenced.

Section 6. Landscaping. Owner shall complete landscaping of all front and side yards facing a street within twelve (12) months after occupancy of the residence. An attractive blend of grass, shrubbery, flowers and rock is required of all landscaped area on all lots. Any vegetation with undesirable characteristics is not allowed, this includes any trees, shrubs, or flowers that may produce obnoxious seeds or weeds. Fruit producing trees and vegetable gardens are prohibited in front yards. Rock gardens of extreme colors (i.e. red, bright white, green, etc) are not allowed.

Section 7. Compliance with Applicable Zoning Ordinances. All structures within the property shall be built, occupied and used in accordance with the provisions of Alpine City Zoning Ordinances relating to Zone CR-20,000.

Section 8. High Bench Ridge Development Committee Approval Required. No building or structure, including, but not limited to, shed, tennis court or swimming pool, shall be erected, remodeled or placed on the property without the prior written approval of the High Bench Ridge Development Committee as to location, height, design and harmony with existing structures and in compliance with the covenants, conditions and restrictions set forth herein.

Section 9. Architectural Guidelines. The following architectural guidelines shall apply to all the lots in the property affected thereby:

(a) Harmony in Building: All exterior material utilized on dwellings and other structures shall consist of brick, stucco, stone, cast stone, high grade siding material (i.e. hardi plank) or other hard-surface material acceptable to the High Bench Ridge Development Committee. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Development Committee in writing (steel framing and vinyl windows are an exception hereto and are permitted.) The roofing material shall be either wood shingles, architectural-grade composition shingles, or tile roofs approved by the Committee. All roofs shall have a slope of 7/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, specific design features, etc. Unless otherwise approved by the Committee the exterior material utilized on the front elevation of the dwelling shall consist of at least (40%) masonry (stone and/or brick). Dwelling located on corner lots are encouraged to use the same percentage of masonry on the side elevation facing a street as to give an appearance from the street of being part masonry. The use of natural earth tones will be encouraged, along with the use of wood and stone materials.

(b) Detached Accessory Buildings: A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be submitted to the High Bench Ridge Development committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

(c) Retaining Walls: All retaining walls must be approved by the High Bench Ridge Development Committee.

(d) Fences: No privacy fences shall be allowed in front of the dwelling (or in the case of corner lots, on either side facing a street). Chain link fencing of any type, brand or make is not allowed to be constructed on the property except that green chain link fencing for purposes of tennis/basketball courts will be acceptable. The design of fences used to secure private swimming pools and tennis courts shall be submitted to the High Bench Ridge Development for approval prior to such fences being constructed.

(e) Garages and Driveways: Every dwelling must have a minimum of a

three (3) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Vehicle access to garages shall be encouraged by side entrance.

(f) Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed.

Section 10. Architectural Approval. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the High Bench Ridge Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. All homes shall be traditional in style; traditional meaning homes with a Colonial, early American, Tudor, or French architecture. Homes with massive use of glass which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged. Any home with a ultra-contemporary/modern architecture will be discouraged.

The approval or disapproval of any building or structure must be given in writing by the High Bench Ridge Development Committee. All decisions of the High Bench Ridge Development Committee shall be final and neither the High Bench Ridge Development Committee nor its designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The High Bench Ridge Development Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and liability thereof. The High Bench Ridge Development Committee in its discretion, shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

ARTICLE III

High Bench Ridge Development Committee

Section 1. Membership. The High Bench Ridge Development Committee (hereinafter "Committee") is comprised of Dave Cottle, James Patterson, and Scott Dunn. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire

to make a member of said committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV GENERAL PROVISIONS

Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas, are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the High Bench Ridge Development Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept

except in sanitary containers. All refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Neither horses nor other livestock shall be kept on the property.

Section 5. Satellite Dishes, Other Structures. Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the High Bench Ridge Development Committee.

Section 6. Construction Activities; Clean Up; Owner Liability; Cash Deposit. Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to their lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot. To cover potential damages resulting from construction activities undertaken with respect to his lot, each owner is required to make a cash deposit in the amount of \$1,000.00 with the High Bench Ridge Development Committee at the time his plans are approved and the building permit issues. If no damages result from construction activities undertaken with respect to his lot, the cash deposit will be returned to him upon issuance of the Certificate of Occupancy.

Section 7. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 8. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the High Bench Ridge Development Committee, are established for the benefit of the High Bench Ridge Subdivision. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

Dated this 16th day of March, 2007.

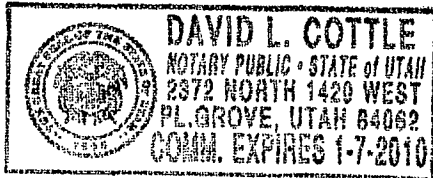
Buckeye Properties, L.C.



Scott L. Dunn, Manager

State of Utah)
 ss:
County of Utah)

On the 16th day of March, 2007, personally appeared before me Scott L. Dunn, who is manager of Buckeye Properties, L.L.C., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Buckeye Properties, L.L.C. pursuant to authority vested in him.



David L. Cottle
Notary Public

Exhibit "A"

Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, Plat "B", High Bench Ridge Subdivision, Alpine, Utah according to the official plat thereof on file in the office of the Utah County Recorder.

As Contained Within the Following:**PARCEL 1**

Commencing South 957.01 feet and East 1851.64 feet from the Northwest Corner of Section 30, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 37°13'4" East 259.94 feet; thence South 207 feet; thence West 157.2 feet to the beginning.

PARCEL 2

Commencing South 957 feet and East 1345.21 feet from the Northwest Corner of Section 30, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence East 308.58 feet; thence South 40°38'17" East 86.61 feet; along a curve to the right (chord bears: South 71°49'10" West 246.38 feet, radius = 370) arc length = 251.18 feet; thence North 88°43'58" West 129.96 feet; thence North 0°24'1" West 139.72 feet to the beginning.

PARCEL 3

Commencing South 722.04 feet and West 605.2 feet from the North ¼ Corner of Section 30, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 52°46'55" East 90.52 feet; thence along a curve to the right (chord bears: South 26°23'27" East 109.35 feet; radius = 123 feet) Arc Length = 113.31 feet; thence South 0°0'1" West 449.54 feet; thence West 828.88 feet; thence North 0°32'33" West 116.79 feet; thence North 0°24'1" West 41.16 feet; thence South 88°43'58" East 128.22 feet; along a curve to the left (chord bears: North 64°14'33" East 390.76 feet radius = 430 feet) arc length = 405.63 feet; thence North 37°13'4" East 41.16 feet; thence East 158.39 feet; thence North 208.54 feet; thence North 37°13'4" East 41.6 feet; along a curve to the right (chord bears: North 82°13'4" East 21.21 feet; radius = 15 feet) arc length = 23.56 feet to the beginning.

The Utah County Assessor shows the address of said property to be:

HIGH BENCH RIDGE PLAT B , Alpine, UT 84004

11-54- 328; 329; 360; 361