

6062394

RECORDING REQUESTED BY:

Metro National Title Company  
111 East Broadway, Suite 111  
Salt Lake City, Utah 84111  
MNT #95012610

AND WHEN RECORDED MAIL TO:

Wallace O. Felsted, Esq.  
KIRTON, McCONKIE & POELMAN  
1800 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

6062394  
04/18/95 10:24 AM 68.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY:Z JOHANSON ,DEPUTY - WI

COVENANTS, CONDITIONS AND RESTRICTIONS AND  
NOTICE OF MASTER PLAN AND DESIGN GUIDELINES  
(For Recording Purposes)

COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF  
MASTER PLAN AND DESIGN GUIDELINES made as of April 7, 1995, by and  
between ROBERT A. HOFF AND ANN W. HOFF as Co-Trustees of the Robert A.  
Hoff and Ann W. Hoff Family Trust, dated February 1, 1991 as to a 50% undivided  
tenancy-in-common interest and WALTER G. KORTSCHAK AND MARCIA B.  
KORTSCHAK as Co-Trustees of the Walter G. Kortschak and Marcia B Kortschak  
Family Trust, dated August 23, 1990 as to a 50% undivided tenancy-in-common interest  
(collectively the "Buyer") and Thomas O. Richardson, Trustee of Big Pine Key, Florida,  
as Initial Trustee under a written Trust Agreement dated November 26, 1991 (the  
"Seller"), their successors and assigns, who agree as follows:

1. Property. Seller has sold to Buyer the real property (the "Property")  
situated in the Town of Alta, County of Salt Lake, State of Utah, and particularly  
described in Exhibit A attached hereto and incorporated herein by this reference. The  
Property is part of the Powder Ridge Planned Unit Development, which encompasses  
the Powder Ridge Condominiums (the "Project").
2. Seller's Property. Seller is the owner of other real property (Seller's  
Property) located within the Project which is described on Exhibit B which is attached  
hereto and incorporated herein by reference.
3. Covenants of Buyer and Seller. Buyer and Seller hereby enter into the  
following covenants, conditions and restrictions affecting the Property which both

BK 7134 PG 3004

benefit and burden the Property, the Seller's Property and the other Property constituting the Project and which run with the land.

3.1. Covenants of Buyer with Seller. Buyer hereby covenants with Seller as follows:

(a) Development in Accordance With Master Plan and Design Guidelines. Buyer shall construct all buildings and other improvements on the Property and develop the Property in full accordance with the attached Master Plan and Design Guidelines.

(b) Compliance with Laws. Buyer shall own and operate the Property in compliance with all applicable laws, rules, regulations, ordinances and restrictions which affect the Property or which may affect the Property in the future. Buyer shall also own and operate the Property in accordance with the Design Guidelines, the Site Plan, the Declaration, the Map and any and all other condominium, PUD documents, and/or restrictive covenants which affect said property or which may affect said property in the future.

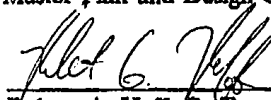
3.2. Covenants of Buyer to Seller and Association. Buyer hereby covenants with Seller and the Powder Ridge Association of Unit Owners as follows:

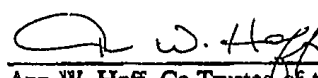
Covenant to Pay Assessments of Association. Buyer, Buyer's heirs, successors and assigns, agree, commencing upon the date that structures are completed on the Property, to pay to the Association the proportionate share of the "Common Expenses," as such term is defined in Section 2 of the Declaration,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

4. Master Plan and Design Guidelines. Seller has submitted and received approval of a Master Site Plan (the "Master Plan") and Design Guidelines (the "Design Guidelines") for the development of the Property and other property by the Town of Alta. Attached hereto as Exhibit C is a copy of the Master Plan. Attached hereto as Exhibit D is a copy of the Design Guidelines. Reference must be made to the Master Plan and Design Guidelines for the terms and conditions thereof. In the event of a conflict between the terms of this document and of the Master Plan or Design Guidelines, the terms of the Master Plan and Design Guidelines shall govern.

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

Buyer:

  
Robert A. Hoff, Co-Trustee of the Robert A. Hoff and Ann W. Hoff Family Trust dated February 1, 1991

  
Ann W. Hoff, Co-Trustee of the Robert A. Hoff and Ann W. Hoff Family Trust dated February 1, 1991

\_\_\_\_\_  
Walter G. Kortschak, Co-Trustee of the Walter G. Kortschak and Marcia B. Kortschak Family Trust dated August 23, 1990

\_\_\_\_\_  
Marcia B. Kortschak, Co-Trustee of the Walter G. Kortschak and Marcia B. Kortschak Family Trust dated August 23, 1990

BK 7134 PG 3006

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

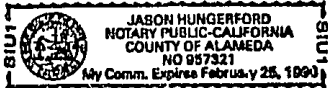
State of CALIFORNIA

County of RIVERSIDE

On APRIL 13<sup>TH</sup>, 1995 before me, JASON HUNGERFORD  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT A. HOFF & ANN W. HOFF  
Name(s) of Signer(s)

personally known to me -- OR --  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jason Hungerford  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: MASTER PLAN & DESIGN

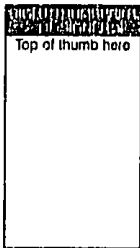
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

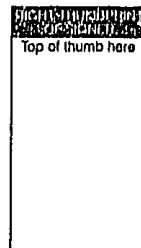
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

BK 7134963007

4. Master Plan and Design Guidelines. Seller has submitted and received approval of a Master Site Plan (the "Master Plan") and Design Guidelines (the "Design Guidelines") for the development of the Property and other property by the Town of Alta. Attached hereto as Exhibit C is a copy of the Master Plan. Attached hereto as Exhibit D is a copy of the Design Guidelines. Reference must be made to the Master Plan and Design Guidelines for the terms and conditions thereof. In the event of a conflict between the terms of this document and of the Master Plan or Design Guidelines, the terms of the Master Plan and Design Guidelines shall govern.

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

Buyer:


\_\_\_\_\_  
Robert A. Hoff, Co-Trustee of the Robert  
A. Hoff and Ann W. Hoff Family Trust  
dated February 1, 1991

\_\_\_\_\_  
Ann W. Hoff, Co-Trustee of the Robert A.  
Hoff and Ann W. Hoff Family Trust dated  
February 1, 1991

*Walter G. Kortschak*  
\_\_\_\_\_  
Walter G. Kortschak, Co-Trustee of the  
Walter G. Kortschak and Marcia B.  
Kortschak Family Trust dated August 23,  
1990

*Marcia B. Kortschak*  
\_\_\_\_\_  
Marcia B. Kortschak, Co-Trustee of the  
Walter G. Kortschak and Marcia B.  
Kortschak Family Trust dated August 23,  
1990

Seller:



Thomas O. Richardson, Trustee of Big Pine Key, Florida, as Initial Trustee under a written Trust Agreement dated November 26, 1991

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of April, 1995, by Robert A. Hoff and Ann W. Hoff, Co-Trustees of the Robert A. Hoff and Ann W. Hoff Family Trust, dated February 1, 1991.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of April, 1995, by Walter G. Kortschak and Marcia B. Kortschak, Co-Trustees of the Walter G. Kortschak and Marcia B. Kortschak Family Trust, dated August 23, 1990.

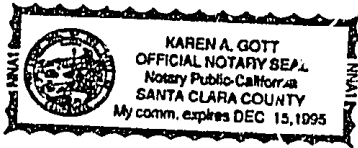
My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Santa Clara  
 On April 7, 1995 before me, Karen A. Gott, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Walter S. Katschek + Marcia B. Katschek  
Name(s) of Signer(s)

personally known to me - OR -  I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hor/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Karen A. Gott  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Conservatorship and Resolutions and  
Trust of Walter S. Katschek and Marcia B. Katschek  
 Document Date: April 7, 1995 Number of Pages: 9  
 Signer(s) Other Than Named Above: Robert B. Hoff + Ann W. Hoff +  
Thomas D. Richardson

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Walter S. Katschek  
 Individual  
 Corporate Officer  
 Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Attorney-in-Fact  
 Trustee Co-Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Top of thumb here

Signer's Name: Marcia B. Katschek  
 Individual  
 Corporate Officer  
 Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Attorney-in-Fact  
 Trustee Co-Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Top of thumb here

Signer is Representing:  
Walter S. Katschek  
and Marcia B. Katschek  
Family Trust 8/23/90

Signer is Representing:  
Walter S. Katschek  
and Marcia B. Katschek  
Family Trust 8/23/90

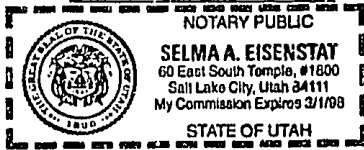
BK 7134 PG 3010

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

The foregoing instrument was acknowledged before me this 12th day of April, 1995, by Thomas O. Richardson, Trustee of Big Pine Key, Florida, as Initial Trustee under a written Trust Agreement dated November 26, 1991.

My commission expires:

Selma A. Eisenstat  
Notary Public  
Residing at: Salt Lake County





**EXHIBIT A**

**Legal Description of the Property**

Real Property located in the Town of Alta, Salt Lake County, Utah, being a part of "Parcel H" of Powder Ridge, a Utah Expandable Condominium Project, described as:

**PARCEL "H-4"**

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South  $25^{\circ}50'13''$  East 2396.31 feet; thence South  $65^{\circ}13'00''$  West 268.92 feet to the true point of beginning, said point being on the Southerly right of way line of Powder Ridge Drive, said point also being on the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489), the following call being along said mineral claim; thence continuing South  $65^{\circ}13'00''$  West 145.50 feet; thence North  $24^{\circ}47'00''$  West 118.68 feet, said point being on the Southerly right of way of Powder Ridge Court; thence North  $53^{\circ}00'00''$  East 7.72 feet to a point on a 15.00 foot radius curve to the right (center bears South  $37^{\circ}00'00''$  East 15.00 feet of which the central angle is  $55^{\circ}20'00''$ ); thence Easterly along the arc of said curve 14.49 feet to a point on the Southerly right of way line of Powder Ridge Drive, the following call being on said right of way; thence South  $71^{\circ}40'00''$  East 170.60 feet to the true point of beginning.

All being part of the expandable portion of POWDER RIDGE, a Utah Expandable Condominium Project, as the same is identified in the Record of Survey Map, recorded in Salt Lake County, Utah, as Entry No. 4062188, in Book 85-3, at Page 44, as said record of Survey Map have heretofore been amended or supplemented, and in the Declaration of Condominium for POWDER RIDGE recorded in Salt Lake County, Utah, as Entry No. 4062189, in Book 5637, at Page 1388, (as said Declaration may have heretofore been amended or supplemented).

Excepting therefrom all oil, gas and mineral rights.

BK 7 | 34 PG 30 | 2

## EXHIBIT B

### Legal Description of the Seller's Property

Real Property located in the Town of Alta, Salt Lake County, Utah, being a part of Powder Ridge, a Utah Expandable Condominium Project, described as:

#### UNITS 3-A and 3-B

Unit 3-A and 3-B, in Building 3, contained within POWDER RIDGE, a Utah expandable condominium project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 4062188, in Book 85-3, at Page 44 as said Record of Survey Map may have heretofore been amended or supplemented, and in the Declaration of Condominium for POWDER RIDGE recorded in Salt Lake County, Utah, as Entry No. 4062189, in Book 5637, at Page 1388, (as said Declaration may have heretofore been amended or supplemented). Together with the undivided ownership interest in said projects Commons Areas and Facilities which is appurtenant to said Unit (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the common areas and facilities to which said interest relates).

#### PARCEL C

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13" East 2396.31 feet; thence South 65°13'00" West 837.03 feet to the true point of beginning, said point being on the Westerly side of Parcel B which is described within this plat, said point also being on the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489), the following call being along said mineral claim: thence continuing South 65°13'00" West 171.00 feet; thence North 8°25'00" West 228.67 feet to a point on the Southerly right-of-way of Powder Ridge Court, the following four calls being along said right-of-way; 1) thence South 85°00'00" East 1.04 feet to a point on a 87.50 foot radius curve to the left (center bears North 5°00'00" East 87.50 feet of which the central angle is 04°23'53"); 2) thence Northeasterly along the arc of said curve 6.72 feet; 3) thence South 64°00'00" East 47.86 feet; 4) thence North 54°00'00" East 40.00 feet to a point on the Westerly parcel line of Parcel B, which has been described within this plat, the following two calls being along said parcel line; 1) thence South 36°00'00" East 155.36 feet; thence South 24°47'00" East 34.09 feet to the TRUE POINT OF BEGINNING. Containing 0.606 acres, more or less.

BK 7134Pg3013

**PARCEL E**

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13" East 2396.31 feet; thence South 65°13'00" West 1008.03 feet along the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489); thence North 08°25'00" West 249.31 feet; thence North 31°05'28" West 192.17 feet to the true point of beginning, said point being on the Westerly side of the right of way of the State Bypass road; thence continuing North 31°05'28" West 83.37 feet, the next two calls being along the centerline of Little Cottonwood Creek; 1) thence North 56°04'57" East 17.99 feet; 2) thence North 46°38'12" East 124.18 feet to a point on a 60.00 foot radius curve to the right (center bears South 87°11'55" West 60.00 feet of which the central angle is 7°48'05"), the next three calls being along the Westerly side of the right of way of the State Bypass road; 1) thence Southerly along the arc of said curve 8.17 feet; 2) thence South 5°00'00" West 49.13 feet to a point on a 160.00 foot radius curve to the right (center bears North 85°00'00" West 160.00 feet of which the central angle is 45°32'48"); 3) thence Southwesterly along the arc of said curve 127.19 feet to the TRUE POINT OF BEGINNING. Containing 0.186 acres, more or less.

**PARCEL F**

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13" East 2396.31 feet to the true point of beginning; thence South 65°13'00" West 225.02 feet along the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489) to a point on the Northerly side of the right of way line of Powder Ridge Drive, the following seven calls being along said right of way line; 1) thence North 71°40'00" West 255.12 feet to a point on a 235.00 foot radius curve to the right (center bears North 18°20'00" East 235.00 feet of which the central angle is 29°40'00"); 2) thence Northwesterly along the arc of said curve 121.68 feet; 3) thence North 42°00'00" West 38.63 feet to a point on a 165.00 foot radius curve to the left (center bears South 48°00'00" West 165.00 feet of which the central angle is 19°27'00"); 4) thence Northwesterly along the arc of said curve 56.01 feet; 5) thence North 61°27'00" West 100.15 feet to a point on a 115.00 foot radius curve to the left (center bears South 28°33'00" West 115.00 feet of which the central angle is 56°43'00"); thence Westerly along the arc of said curve 113.84 feet to a point on a 197.74 foot radius reverse curve to the right (center bears North 28°10'00" West 197.74 feet of which the central angle of 28°42'58"); 7) thence Southwesterly along the arc of said curve 99.11 feet to a point being along the Easterly side of the State Bypass right of way, the following two calls being along said right of way; 1) thence North 5°00'00" East 40 feet to a point on a 140.00 foot radius curve to the left (center bears North 85°00'00" West 140.00 feet of which the central angle is 23°52'20"); 2) thence Northerly along the arc of said curve 58.33 feet to a point being on the centerline of Little Cottonwood Creek, the following eighteen calls being along said centerline; 1) thence North 74°28'33" East 12.63 feet; 2) thence South 65°46'20"

BK 7134 PG 3014

East 43.86 feet; 3) thence North 45°45'50" East 53.04 feet; 4) thence North 30°57'50" East 40.82 feet; 5) thence South 87°47'51" East 78.06 feet; 6) thence South 69°34'02" East 54.43 feet; 7) thence South 59°55'53" East 87.82 feet; 8) thence South 51°20'25" East 76.84 feet; 9) thence South 65°38'49" East 104.28 feet; 10) thence North 88°03'31" East 59.03 feet; 11) thence South 66°22'14" East 52.39 feet; 12) thence North 88°01'30" East 29.02 feet; 13) thence South 78°16'30" East 54.13 feet; 14) thence South 58°38'34" East 74.95 feet; 15) thence South 84°20'26" East 111.54 feet; 16) thence South 70°58'28" East 61.35 feet; 17) thence North 41°11'09" East 31.89 feet; 18) thence North 30°19'25" East 3.13 feet to a point on the West line of Columbus Mineral Claim No. 6, the following call being along said mineral claim; thence South 1°01'00" East 25.77 feet to the TRUE POINT OF BEGINNING. Containing 1.937040 acres, more or less.

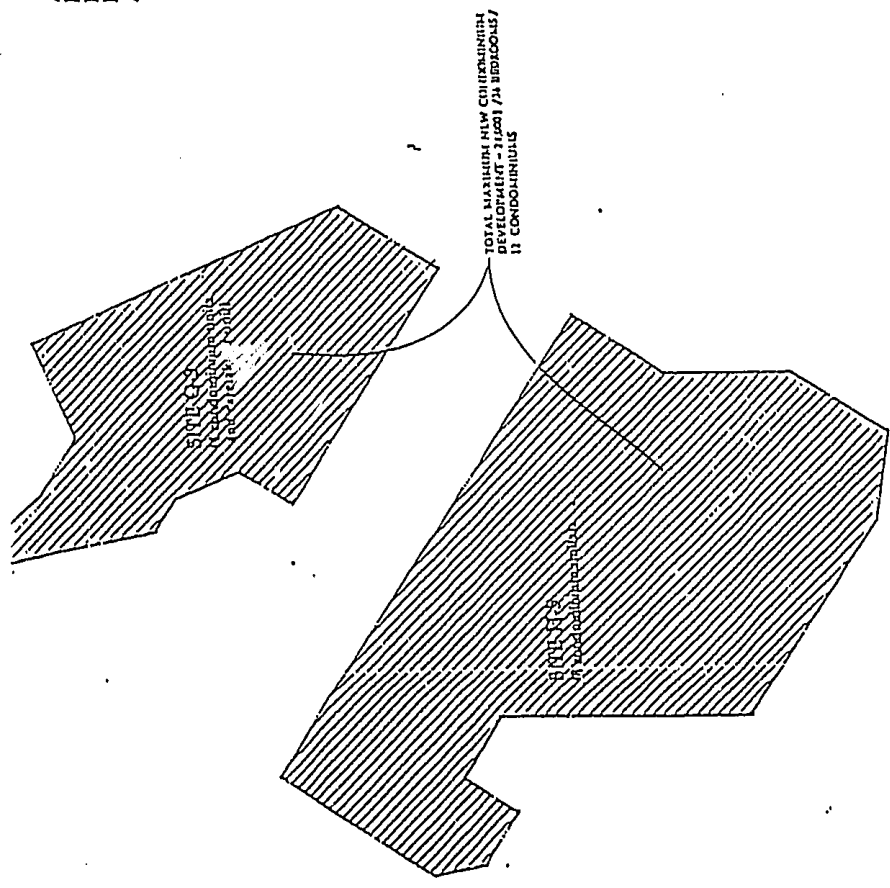
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EXHIBIT C

Master Site Plan - Powder Ridge Planned Unit Development, Alta, Utah

BK7134Pg3016

Alternate to the  
Master Site Plan  
Powder Ridge  
Planned Unit Development  
Alta, Utah January 28, 1991  
revised February 25, 1991



PLAN  
NO. 134

BK 7134 PG 3017

1998 COPY  
CO. RECORDED

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC UNLESS INDICATED OTHERWISE.

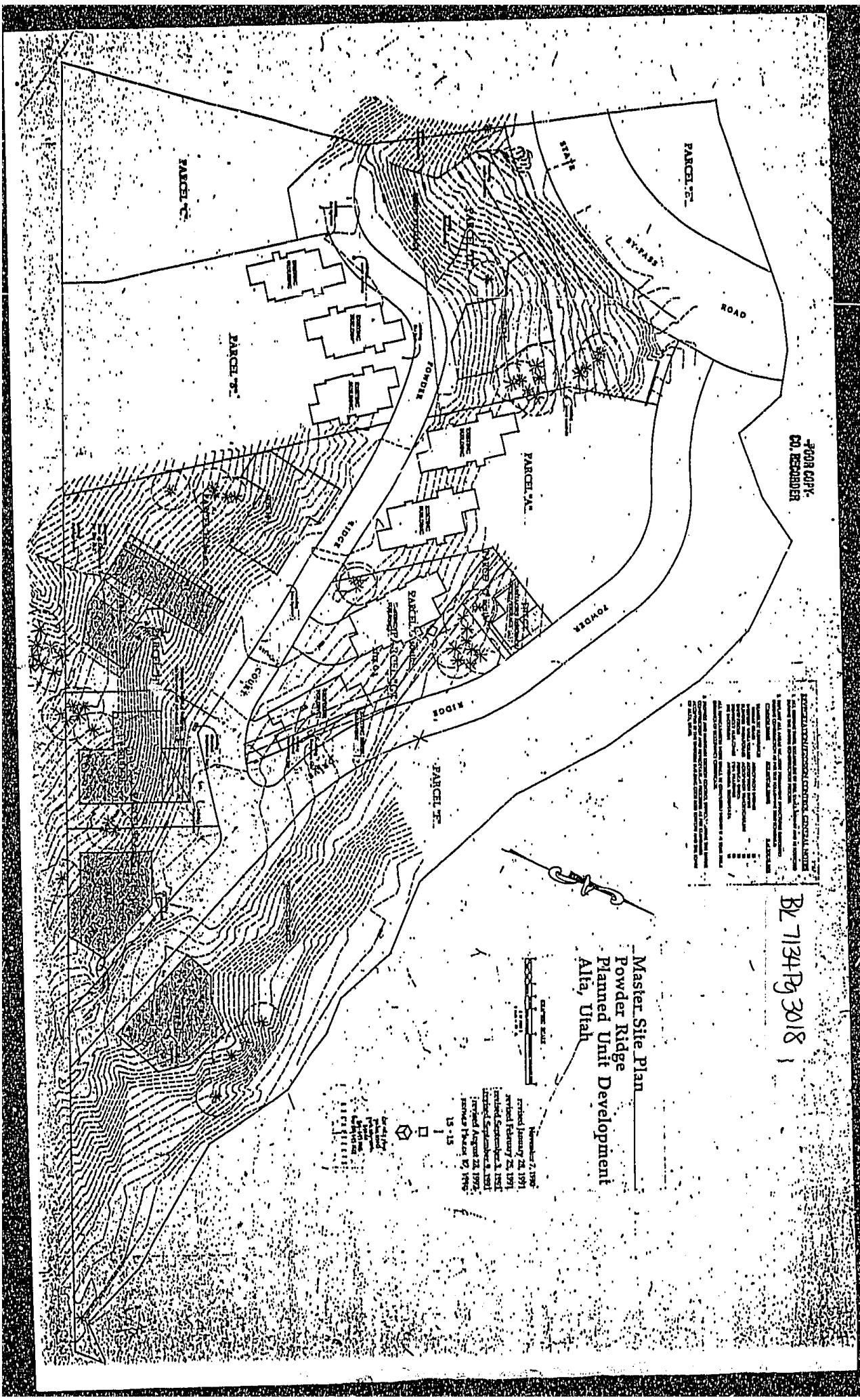
BL 7134R 3018

### Master Site Plan Powder Ridge Planned Unit Development Alta, Utah



Revised 7/1998  
Revised January 28, 1991  
Revised February 26, 1991  
Revised September 8, 1981  
Revised August 28, 1972  
Project Phase II, 1965

North Arrow  
15' = 1" (approx.)



**EXHIBIT D**

**Design Guidelines - Powder Ridge Planned Unit Development, Alta, Utah**

D:\WORK\21\NCCAR

BK 7134 PG 3019



Powder Ridge, Alta • Design Guidelines

BK 7134Pg 3020

1.1.1.1.1

A) Permitted Uses

1. Single Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6.).
2. Two Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6), to be located wholly within alternate Areas of Disturbance G-3 and/or H-5.
3. Multiple Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6), limited to four dwelling units per building, to be located wholly within alternate Areas of Disturbance G-3 and/or H-5.
4. Accessory uses and structures customarily incidental to a permitted use.
5. One (1) caretaker unit, labeled G-2 on the site plan (or located wholly within alternate Area of Disturbance G-3), for housing the maintenance personnel for the entire Planned Unit Development. (Any other private caretaker unit must be contained within the five (5) "other rooms" as described in B.3 of this document.)
6. Rental of a single family dwelling, two family dwelling unit, or multiple family dwelling unit as defined in Section 22.1.6. of the Uniform Zoning Ordinance to a single family as defined in Section 22.1.6. of the same title.

BK 7 | 34 PG 3021

2.2.2.2.2

b) Single Family Dwellings

1. The minimum total gross square footage including basements of each Single Family Dwelling unit is 2,500 square feet, and the maximum total gross square footage shall not exceed 4,400 gross square feet. Private garages are limited in size to 500 gross square feet and to the shelter of two (2) vehicles, and may be excluded from the total gross square footage calculation.
2. A Single Family Dwelling is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. (The footprint of a building is defined as the area enclosed by its perimeter walls as they make contact with the natural grade, whether that contact be physical or a hypothetical shadow cast downward by a light source directly overhead).
3. A Single Family Dwelling shall consist of not more than a kitchen, living room, dining room, family room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and five "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

BK 7134PC3022

3.3.3.3

C) Two Family and Multiple Family Dwellings

1. The maximum total gross square footage including basements of each Two Family Dwelling unit is 2,000 square feet, and hence the maximum total gross square footage including basements for a Two Family Dwelling building is 4,000 square feet. Private garages for Two Family Dwelling buildings are limited in size to 900 gross square feet and to the shelter of four (4) vehicles and may be excluded from the above-defined gross square footage calculation.
2. The maximum total gross square footage for a dwelling unit as a portion of a Multiple Family Dwelling building is 2,000 square feet. The maximum number of dwelling units comprising a Multiple Family Dwelling building is four (4), and hence the maximum total gross square footage including basements for a Multiple Family Dwelling building is 8,000 square feet. Private garages for Multiple Family Dwelling buildings are limited in size to 450 gross square feet and the shelter of two (2) vehicles per dwelling unit and may be excluded from the above-defined gross square footage calculation.
3. A Two Family Dwelling building is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. A Multiple Family Dwelling building is restricted to having a footprint of not more than 1,250 square feet per dwelling unit, and hence a maximum footprint of 5,000 square feet. (The footprint of a building is defined as in Section "B) 2." of this title.)
4. A Two Family and/or Multiple Family Dwelling unit shall consist of not more than a kitchen, living room, dining room, family room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and three (3) "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

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4.4.4.4.4

D) Areas of Disturbance

1. Areas of Disturbance for seven (7) Single Family Dwellings have been delineated on the Powder Ridge Planned Unit Development master site plan and marked D-1, F-1, G-1, H-1, H-2, H-3, and H-4.
2. Alternate Areas of Disturbance for a maximum of 12 (twelve) dwelling units comprising Two Family and/or Multiple Family Dwelling Buildings (as defined in Section "C) 2." of this title) have been delineated on the Alternate to the Powder Ridge Planned Unit Development master site plan and marked G-3 (maximum of 4 [four] dwelling units plus one [1] caretaker's unit) and H-5 (maximum of 8 [eight] dwelling units).
3. Areas of Disturbance are marked to protect natural vegetation, natural waterways, peculiar landforms, view corridors and privacy. All trees no matter their size, are protected by a fifteen foot (15'-0") radius, within which the soil will remain untouched throughout construction and life of the Single Family Dwelling. Also, no part of any Area of Disturbance will encroach upon a thirty-five foot (35'-0") arc swung from the extremity of a contiguous Area of Disturbance.
4. The maximum 2,500 square foot footprint of each Single Family Dwelling must fit wholly within one of the seven (7) Areas of Disturbance. Likewise, the maximum footprint of each Two Family and/or Multiple Family Dwelling Building (as defined in Section "C) 3." of this title) must fit wholly within the Alternate Areas of Disturbance G-3 and H-5.
5. The Area of Disturbance marked G-2 is reserved for the Powder Ridge Manager's unit. (Said resident manager will serve both the existing Powder Ridge Condominium and the remainder of the planned unit development consisting of Single Family Dwellings and/or Single Family and Two Family and/or Multiple Family Dwellings being proposed on the premises.) In the case that

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5.5.5.5

Alternate Area of Disturbance G-3 usurps Areas of Disturbance G-1 and G-2, the Powder Ridge Manager's unit must fit wholly within Alternate Area of Disturbance G-3.

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6.6.6.6.6

E) Yard Regulations

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

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7.7.7.7

F) Height Regulations

1. No Single Family Dwelling shall be erected to a height greater than three, (3), stories, nor less than one, (1), story. In no case will a Single Family Dwelling be allowed to reach a height greater than thirty-five feet (35'-0") above the lowest natural grade adjacent to the footprint as defined above (Page 2, B.2). (Height requirements for buildings located on the periphery of a Planned Unit Development, as Areas of Disturbance D-1 and F-1 are deemed to be, are found in Section 22-9-5, 4.a. of the Uniform Zoning Ordinance of the town of Alta, Utah.)
2. A "story", as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6, is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a useable or unused under-floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 12 feet above grade as defined herein at any point, such useable or unused under-floor space shall be considered as a story.
3. For reasons of preserving view corridors, a portion of Area of Disturbance H-3 is restricted in building height to 15'-0" and so marked on the Powder Ridge Planned Unit Development master site plan.

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

1. Gross Lot Area: 8.1 acres  
(See Powder Ridge Slope Map, column "Including roadway A.")
2. Total Net Developable Acreage: 5.25 acres  
(See Powder Ridge Slope Map, "less than 30% slope, excluding roadway A.")
3. Current Site Coverage:  
Condominium building footprints, 5 (2,000 s.f.) = 10,000 s.f.  
Powder Ridge Drive = 16,500 s.f.  
Powder Ridge Court = 16,250 s.f.

42,750 square feet (approx. 1 acre)

4. Powder Ridge Planned Unit Development Master Site Plan  
(Seven [7] Single Family Dwellings), proposed coverage:  
Single Family Dwellings, 7(2500 s.f.) = 17,500 s.f.  
Driveway allowances (D.1 -- 4,000 s.f.; G.1, H.2 -- 1250 s.f.; F.1, G.2,  
H.1, H.3, H.4 -- 750 s.f.) = 10,250 s.f.  
Patio allowances, 7(500 s.f.) = 3,500 s.f.  
Caretaker's unit = 1,500 s.f.

32,750 square feet (approx. 0.75 acre)

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2.2.2.2.2

5. Alternate to Master Site Plan  
(Four [4] Single Family Dwellings, 12 [twelve] dwelling units),  
maximum proposed coverage:
  - Single Family Dwellings, 4 (2500 s.f.) = 10,000 s.f.
  - Driveway allowances = 6,250 s.f.
  - Patio allowances = 2,000 s.f.
  - Two Family and/or Multiple Family Dwelling units = 15,000 s.f.
  - Driveway allowances = 3,750 s.f.
  - Patio allowances, 12 (200 s.f.) = 2,400 s.f.
  - Caretaker's unit = 1,500 s.f.

40,900 square feet (approx. 0.94 acre)

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Powder Ridge Homes, Design Guidelines

These design guidelines intend to encourage the building of dwellings of, and not merely on the mountain, structures in, not at Alta, Utah. They embrace the idea of both/and, rather than either/or. Continuity.

"Of"ness (and economic viability) will best be achieved by the use of materials native to the area: Alta; Little Cottonwood Canyon; the Salt Lake Valley; the Intermountain West; the Rockies; the rarefied atmosphere of Earth's mountain environment.

Granite. Timber. Wood. Light (glass). Copper (verdigris).  
Air. Meadow. Water (snow). Slate. Gravel. Mud (pigment).

"In"ness may best be achieved by the attention to and recollection of forms indigenous to the area's geology/geography and history. Style emanates from principle, not importation or adaptation. Not even vernacular.

Avalanche (path). Springs. Forest (for the trees). Trees.  
Boulders (asymmetry). Fissure. Mining. Survival. Challenge.  
Ruggedness. Iconoclasm.

"Standardization should be put to work but never allowed to master the process that yields the original form." -- FLWright

Not many things, but one...one a part of another a part of another, and so on, like a set of Russian dolls, the within clearly identifiable without. A Powder Ridge Wholeness, as in from quarks to the cosmos. Details of, not on, and growing piecemeal into the home.

Homes with hearths rooted to the ground. Fires built, and not switched on.

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