

RECORDING REQUESTED BY:

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

6122231  
07/17/95 4:32 PM 75.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: B GRAY DEPUTY - WI

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

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 July 17, 1995, by and  
between BARRY S. RUDOLPH and CORA RUDOLPH, JAMES A. KAVANAGH  
and SHARON KAVANAGH, RONALD J. PULEIO and JAMES M. SHEEHY  
(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  
benefit and burden the Property, the Seller's Property and the other Property  
constituting the Project and which run with the land.

6122231

BK 7188PG 1 93

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.

(c) 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:

Barry S. Rudolph  
Barry S. Rudolph

Cora Rudolph  
Cora Rudolph

James A. Kavanagh  
James A. Kavanagh

Sharon Kavanagh  
Sharon Kavanagh

\_\_\_\_\_  
Ronald J. Puleio

\_\_\_\_\_  
James M. Sheehy

Seller:

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

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:

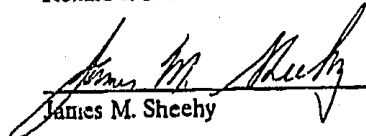
\_\_\_\_\_  
Barry S. Rudolph

\_\_\_\_\_  
Cora Rudolph

\_\_\_\_\_  
James A. Kavanagh

\_\_\_\_\_  
Sharon Kavanagh

  
\_\_\_\_\_  
Ronald J. Pulcio

  
\_\_\_\_\_  
James M. Sheehy

Seller:

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

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:

\_\_\_\_\_  
Barry S. Rudolph

\_\_\_\_\_  
Cora Rudolph

\_\_\_\_\_  
James A. Kavanagh

\_\_\_\_\_  
Sharon Kavanagh

\_\_\_\_\_  
Ronald J. Puleio

\_\_\_\_\_  
James M. Sheehy

Seller:

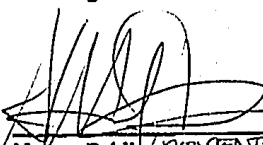


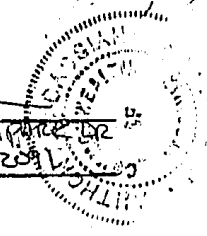
Thomas O. Richardson, Trustee of Big Pine Key, Florida, as Initial Trustee under a written Trust Agreement dated November 26, 1991

STATE OF VIRGINIA )  
 : ss. 228353936  
 COUNTY OF FAIRFAX )

The foregoing instrument was acknowledged before me on the 14 day of July, 1995, by Barry S. Rudolph.

My commission expires:  
April 30, 1998

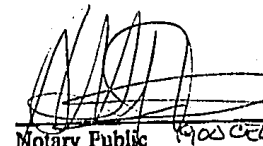
  
Notary Public 1900 CENTENNIAL PARK DR  
Residing at: RESTON VA 22091

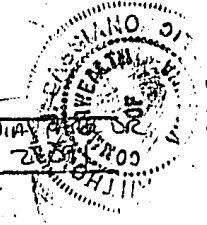


STATE OF VIRGINIA )  
 : ss. 228353936  
 COUNTY OF FAIRFAX )

The foregoing instrument was acknowledged before me on the 14 day of July, 1995, by Cora Rudolph.

My commission expires:  
Apr 30, 1998

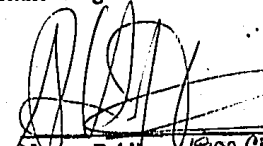
  
Notary Public 1900 CENTENNIAL PARK DR  
Residing at: RESTON VA 22091

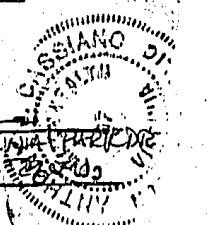


STATE OF VIRGINIA )  
 : ss. 228353936  
 COUNTY OF FAIRFAX )

The foregoing instrument was acknowledged before me on the 14 day of July, 1995, by James A. Kavanagh.

My commission expires:  
April 30, 1998

  
Notary Public 1900 CENTENNIAL PARK DR  
Residing at: RESTON VA 22091



STATE OF VIRGINIA )  
 : ss. 228357936  
COUNTY OF FAIRFAX )

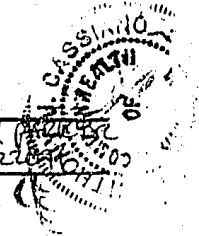
The foregoing instrument was acknowledged before me on the 14 day of July, 1995, by Sharon Kavanagh.

My commission expires:

Apr 30, 1998



Notary Public 19th CENTENNIAL  
Residing at: RESTON VA 22090



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

The foregoing instrument was acknowledged before me on the \_\_\_ day of July, 1995, by Ronald J. Pulelo.

My commission expires:

\_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of July, 1995, by Sharon Kavanagh.

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

Notary Public

Residing at: \_\_\_\_\_

STATE OF NEW YORK )  
: ss.  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me on the 14 day of July, 1995, by Ronald J. Puleio.



My commission expires:

CHARLES I. MONTAGNA, JR.  
NOTARY PUBLIC, State of New York  
No. 30-3749930  
Qualified in Nassau County  
Commission Expires 5/1/97

*Charles I. Montagna, Jr.*

Notary Public

Residing at: 12 Fountain St, Hollisville, NY

11801





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

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of July, 1995, by James M. Sheehy

My commission expires:

\_\_\_\_\_

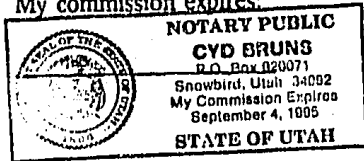
\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 17 day of July, 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:



*CVD Bruns*

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

Residing at: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

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

**PARCEL "F-1"**

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 call being along said right of way line; North 71°40'00" West 180.28 feet; thence North 18°20'00" East 122.97 feet to a point being on the centerline of Little Cottonwood Creek, the following seven calls being along said centerline; 1) thence North 88°01'30" East 27.72 feet; 2) thence South 78°16'30" East 54.13 feet; 3) thence South 58°38'34" East 74.95 feet; 4) thence South 84°20'26" East 111.54 feet; 5) thence South 70°58'28" East 61.35 feet; 6) thence North 41°11'09" East 31.89 feet; 7) 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.

BK 7188PG1203

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.

BK 7188 PG 1204

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.

PARCEL F - Remainder

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian and running thence South 25°50'13" East 2396.31 feet; thence South 65°13'00" West 225.02 feet along the southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489) to a point on the Northerly side of the right-of-way line of Powder Ridge Drive, the following call being along said right-of-way line; thence North 71°40'00" West 180.28 feet to the TRUE POINT OF BEGINNING; the following seven calls being along the northerly side of the right of way line of Powder Ridge Drive, 1) thence North 71°40'00" West 74.84 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"); 6) 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 is 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 0.40 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

BK 7188Pg 1205

Little Cottonwood Creek, the following twelve calls being along said centerline; 1) thence North 74°28'33" East 12.63 feet; 2) thence South 65°46'20" 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 1.30 feet; thence South 18°20'00" West 122.97 feet to the TRUE POINT OF BEGINNING.

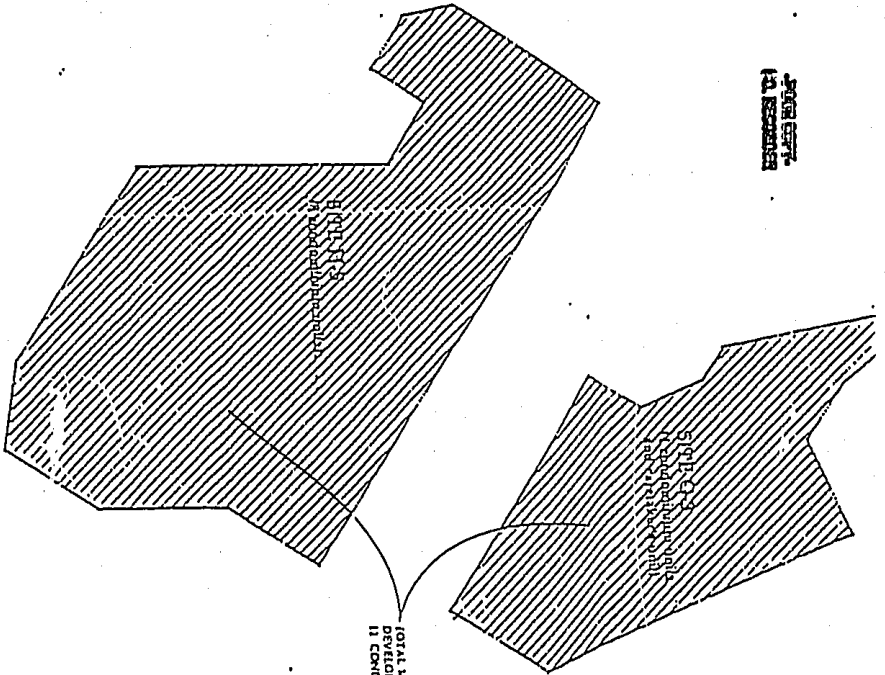
BK 718 Pg 1206

EXHIBIT C

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

BK 7188 Pg 1207

PLAN  
1:1000



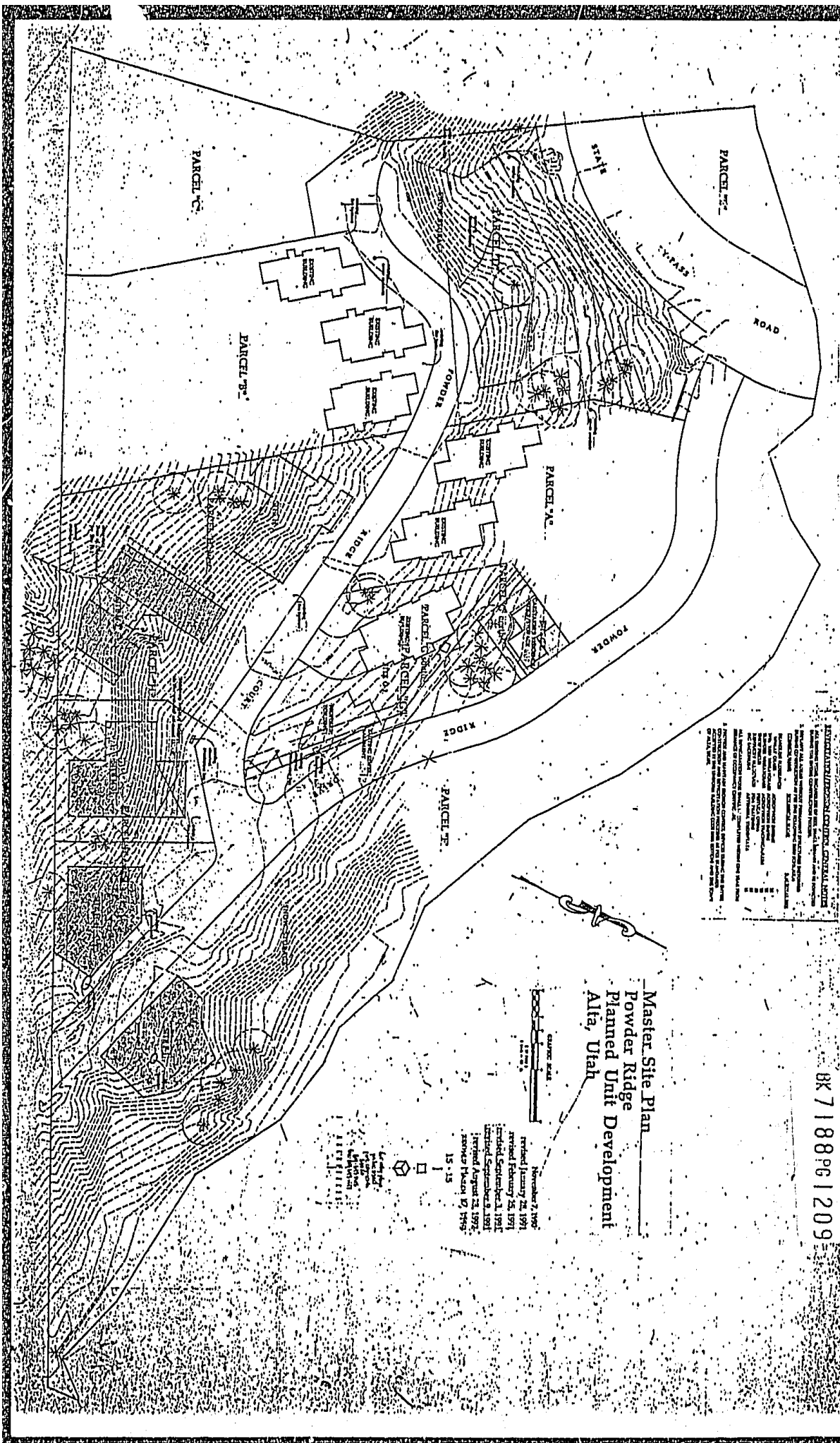
TOTAL MAINTAIN NEW CONSTRUCTION  
DEVELOPMENT - 11000 / 75 RESIDUALS /  
11 CONDUNITRIBUS

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

BK 7188 PG 1208



197 LEGEND FOR 68-00000  
 02 88-0000



1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.  
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

Master Site Plan  
 Powder Ridge  
 Planned Unit Development  
 Alta, Utah

November 2, 1997  
 revised January 22, 1991  
 revised February 25, 1991  
 revised September 2, 1991  
 revised September 2, 1991  
 revised August 22, 1992  
 revised March 12, 1995  
 15 - 15

BK 7188 PG 1209

EXHIBIT D

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

BK 7188 PG 1210

Powder Ridge, Alta • Design Guidelines

BK 7 | 88Pg | 2 | 1

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, labelled 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.

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 7 | 88 Pg | 2 | 3

3.3.3.3.3

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.

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

BK 7188PG | 215

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.

BK 7 | 88 PC | 2 | 5



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.

BK 7 | 88PG | 2 | 7

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.

BK 7188PC1218

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)

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)

8K 7 | 88Pg | 220

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.

\*FROM COPY-  
COL. REQUIRED BY

BK 7188Pg 1221