

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOKRIDGE AT HIGHLAND  
HOMEOWNERS ASSOCIATION  
PHASE I AND II**

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**DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**BROOKRIDGE AT HIGHLAND HOMEOWNERS' ASSOCIATION**

**THIS DECLARATION** is made on the date hereinafter set forth by Howard K. Bangerter, Lissa H. Bangerter, Kathryn E. Thompson, and Simons Open Land Developments, LLC ("SOLD"), a Utah Limited Liability Company with its principal place of business in Salt Lake City, Utah.(hereinafter referred to as "Declarant").

**RECITALS**

A. Declarant is the owner of certain real estate situated in Highland City, Utah County, State of Utah the state of Utah, known as Brookridge Phase I and II, Brookridge at Highland, Phase I and II (sometimes referred to herein as "Brookridge at Highland" or "Brookridge") which are more particularly described on the attached Exhibit "A."

B. Declarant acknowledges that the words and their volume herein may seem daunting but the spirit and indent hereof will positively benefit all effected thereby and give life to this document. Consequent to such spirit and intent Declarant desires to ensure preservation of a high quality residential environment at Brookridge at Highland for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. To further these purposes, the Declarant and each Lot Owner, as hereinafter defined, has the individual right, (but not the obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose, Declarant has in conjunction with recordation of this Declaration, caused or will cause to be, incorporated under the laws of the State of Utah, as a nonprofit corporation, **BROOKRIDGE AT HIGHLAND HOME OWNERS ASSOCIATION.**

**NOW, THEREFORE**, the Declarant for itself, its successors and assigns, and all property owners within the subdivision hereby stipulates, covenants, agrees, and declares and binds the Property described in Exhibit "A", specifically excluding lots 206, 208, and 209 and such improvements as now exists or are hereafter constructed thereon will be held, transferred, sold, conveyed, occupied and used subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens, charges, obligations, and easements, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees, lessees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof which parties are expressly made subject to and shall inure to the benefit of each owner thereof and to the benefit of Brookridge at Highland Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land whether expressly stated in the deed of conveyance or not, to wit:

## ARTICLE I

### DEFINITIONS

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of Brookridge at Highland Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1 "Association" shall mean and refer to Brookridge at Highland Homeowners' Association, A Utah nonprofit corporation.

Section 2 "Board" shall mean and refer to the Board of Trustees and/or Directors of the Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws as provided for in Article VIII. For purposes of exercising the powers and duties assigned in this Declaration to the Board during the Development Period, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article VIII unless the language or context clearly indicates otherwise.

Section 3 "Properties" shall mean and refer to the real property described with particularity in Exhibit "A" and such additions to that property which may hereinafter be brought within the jurisdiction of the Association.

Section 4 "Additions to the Property" shall mean that Declarant, at its sole option shall have the right to subject to this Declaration additional property referred to as Phase II, which, shall be composed of up to an additional eight lots. The Declarant reserves the right to change the number of lots in Phase II or to add or subtract such additional parcels, as it deems necessary. However, the Declarant is not bound to add any additional properties. This provision shall not apply if more than ten (10) years have elapsed since the filing of the Declaration.

Section 5 "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat as the site of a single-family unit.

Section 6 "Declarant" shall mean and refer to Simons Open Land Development LLC, A Utah Limited Liability Company.

Section 7 "Architectural Control Committee" shall mean and refer to the duly appointed or elected committee of the Board of Directors or Trustees as outlined in Article XII of this Declaration, hereinafter referred to as the "Committee."

Section 8 "Development Period" shall mean and refer to that period of time as defined in Article III of this Declaration.

Section 9 "Plat" shall mean and refer to the Plat of Brookridge at Highland, Phase I, as recorded in the records of the Utah County Recorder's Office (also as legally described on the attached Exhibit" A").

Section 10 "Residence" shall mean and refer to a structure which is designed and intended for use and occupancy as a residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

Section 11 "Owner" shall mean and refer to the record Owner (in the office of the County Recorder of Utah County, Utah), whether one or more persons or entities, of (1) a fee simple title or undivided interest in any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 12 "Member" shall mean and refer to every person who holds a membership in the Association.

Section 13 "Mortgage" shall mean any mortgage, deed of trust or trust deed, or the act of encumbering any Lot or any Property by mortgage, trust deed or deed of trust.

Section 14 "Mortgagee" shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

## ARTICLE II

### PRE-EXISTING RESTRICTIONS

If the Properties covered by this Declaration are already affected by previous covenants, restrictions, conditions, and encumbrances (collectively "prior restrictions"), the Properties will continue to be subject to such prior restrictions to the extent the prior restrictions are valid and legally enforceable.

## ARTICLE III

### DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

Section 1. Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until (1) January 1, 2016 or (2) the thirtieth (30) day after Declarant has transferred title to the purchasers of Lots representing 100 percent of the total voting power of all Lot Owners as then constituted (so that Declarant no longer is entitled to vote either as a Class A or Class B member of the Association pursuant to Article III, Section 3) or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to all Owners, whichever date first occurs. Notwithstanding anything in this Declaration to the contrary, until termination of the Development Period, either upon the sale of the required number of Lots, the arrival of January 1, 2016, or at the election of the Declarant, the Property shall be managed or the Association organized at the sole discretion of the Declarant.

Section 2. Notice to Owners. Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provisions of the Articles or Bylaws of the Association to the contrary, for this meeting, the presence, either in person or by proxy, of the Owners of three (3) Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Declarant may in Declarant's sole discretion, and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the

Association, if the Declarant is the Incorporator of the Association), appoint three person who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the initial or subsequent Bylaws of the Association) and all rights, responsibilities, privilege and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws. Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board and reassure the Declarant's management authority under Article III or select a new Temporary Board under this section of Article III. When the Declarant has appointed a Temporary Board, the Temporary Board, during the Development Period, shall have, and may fully exercise, any power or authority granted to the Permanent Board after the Development Period.

Section 4. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all Association funds, and enforcing this Declaration (including foreclosing any liens provided for by this Declaration). Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected fines, liens, or foreclosures as provided for herein. In the event that Association expenses exceed Association funds, any monies provided by Declarant for Association expenses that would otherwise be paid for out of Association funds shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at 12 percent (12 %) per annum.

Section 5. These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

Section 6. Declarant shall have the management authority granted by this Article III notwithstanding anything in this Declaration to the contrary. Declarant, as the Incorporator of the Association, may cause the Association to be incorporated, the Temporary Board to be appointed either in the Articles of Incorporation of the Association or by separate written instrument, to terminate the Temporary Board and reassure the Declarant's management authority under this Article III, reappoint successor Temporary Boards, or take any other action permitted by this Article III, all without affecting the authority given the Declarant by this Article III to manage the Property and organize the Association at the Declarant's sole discretion.

## ARTICLE IV

### DEED AND DEDICATION OF EASEMENTS

Section 1. Declarant hereby transfers and conveys to the Association all easements created hereby for the purpose of utilities, and access, reserving, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

Section 2. Easements for Drainage and Utility Purposes. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over portions of certain lots, which have been made of record on the face of the final plat map or by recording of a separate instrument. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible, shall maintain the easement area of each lot and all improvements in and/or on it continuously.

Section 3. Conveyances. The Property, which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration, consists of the following-described real property:

- a. "Property Conveyed". The Property described on the attached Exhibit A shall be conveyed for sale to Owners, subject to the reservations and easements set forth below.
- b. "Property Excluded". Excluded from conveyance to Owners are all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, streets, to the extent that they are located outside the Lots included with the above-described tract.
- c. "Easements". Reserved unto Declarant, its designees and assigns, are easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant, in a manner which is reasonable and not inconsistent with the provisions of this Declaration, as follows:
  - (i) "Construction Easement". A temporary easement to construct a Residential living unit on each Lot. The temporary easement hereby created shall, unless sooner terminated in accordance with its terms,



expire twenty (20) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

(ii) "Lot Maintenance Easement". A perpetual easement, which shall be transferable to the Association or other designee of Declarant, to maintain the real property around the Residences in the event of failure of any Resident Owner to properly maintain same.

(iii) "Emergency and Utility Services Easement" Fire, police and other emergency personnel and utility and communication companies shall have an easement over and upon the parking areas and all exterior walkways and sidewalks within the Property for the purpose of carrying out their duties and responsibilities.

(iv) "Utility Easement". If, pursuant to the foregoing reservation, the above-described Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist.

**ALL OF THE FOREGOING IS SUBJECT TO:** All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

## ARTICLE V

### ASSESSMENTS

Section 1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with a property interest in a Lot, be deemed to covenant and agree to pay to the Association special assessments described in this Article, together with the hereinafter provided for interest and costs of collection, and such covenant shall run with the land. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late, interest and costs of collection including reasonable attorney's fees, which shall be charged on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used for promoting the safety and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Brookridge. The use made by the Association of funds obtained from assessments may include but is not limited to repair or replacement of Lots and Residents as provided for herein, or for any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under its Articles or Bylaws, or this Declaration.

Section 3. Reimbursement Assessment on Specific Lot. In addition to any special assessment authorized pursuant to Section 1 above, the Committee may levy at any time special assessments on Lots and Owners as to which the Association shall incur any expense of maintenance or repair work performed, or enforcement action taken, pursuant to Article VI, Section 3, or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and such assessments may be made in advance of the performance of such work.

Section 4. Initial Deposit and Annual Payment to Homeowner Association. Each Lot Owner agrees to deposit \$150.00 with the Homeowner Association at the time of Closing on the purchase of their Lot. Such deposit shall serve as an advance payment toward dues and fees, and initial setup of the Brookridge at Highland Homeowner Association.

## ARTICLE VI

### MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and well-maintained appearance condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas, including landscaping extending into City or County rights-of-way, shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited.

Section 2. Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purposes of going upon the Lots of Owners for

the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section 3. Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Brookridge community, including maintenance of landscaping required in the adjacent right-of-way as set forth in Article VI, Section 1, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which may be enforced in the manner provided by law for enforcement of labor liens and material man's liens. In the event that the estimated cost of such repair should exceed one-half of one percent (0.50 %) of the County Tax Assessor's assessed value of the Lot and improvements on the Lot. the Board shall be required to have the assent of two-thirds (2/3) of the Members before undertaking such repairs.

Section 4. Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

## ARTICLE VII

### HOMEOWNER'S ASSOCIATION

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the state of Utah.

Section 2. Membership. Every person or entity (including Declarant) who is an owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from the ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in, said Lot and then only to the transferee of either the title to the Lot or the vendee's interest in the Lot. All owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exceptions of (i) the Declarant while the Declarant is a Class B member, and (ii) the Owners of Lots described as exempt in the Declaration. Class A members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning all interest in the Lot) to vote (in person or by proxy) the vote for such Lot.

Class B: Class B member(s) shall be the Declarant (as defined in this Declaration), and shall be entitled to the three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on January 1, 2016. The Declarant shall become a Class A member as to any Lots owned by the Declarant on January 1, 2016.

The voting rights of any Owner may be suspended as provided for either in this Declaration, or in the Articles, or in the Bylaws of the Association. The Declarant, during the Development Period, or the Association, after the Development period, shall have the right to suspend the voting rights of a member for (i) any period during which any assessment, or any other charge (as defined in Article VII, Section 3), against the Lot remains unpaid, and (ii) for a period of not to exceed sixty (60) days each for any (and for each separate) infraction of the terms of this Declaration, the Articles or the Bylaws of the Association.

Section 4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Brookridge at Highland Homeowners' Association.

Section 5. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any nature provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Each Owner shall also notify the Association in writing of any change of address by the Owner. Any cost incurred by the Association in obtaining the information about an Owner as specified herein, which is not furnished by such Owner, shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Article 5, Section 3. Each Owner agrees that transmittal by first class mail, postage prepaid, of any document to the address listed on the records of the Association or of the Utah County

Recorder's office for the Owner of any Lot shall constitute sufficient notice to such Owner for all purposes under this Declaration.

## ARTICLE VIII

### MANAGEMENT BY BOARD

Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article III, Section 1, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article III.

Section 2. Terms. The terms, which the Board members will serve, are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications, which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Maintenance of Lots. Subject to the requirements of Article IV, Section 3, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance.

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any cost or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board because of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.

(j) Right of Entry. Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot and against the Owner of the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot and against the other Lot.

(k) Promulgation of Rules. Adopt and publish any Rules and Regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board.

(o) Impose Assessments. Impose annual and special assessments.

(p) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(q) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by the Bylaws Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

## ARTICLE IX

### LAND USE RESTRICTIONS

#### Section 1.

(a) All Lots within the Properties shall be used solely for private single-family residential and accessory building purposes as provided for and allowed under

the Highland City Development Code, Article 4.1, R-1-40 and Sections 3-601 through 3-622 Residential Zone, unless otherwise in conflict with this Declaration, then, in that event, the more restrictive provisions are superior and shall prevail.

(b) Private single-family residences shall consist of no less than one (1) Lot, and no existing subdivided Lot as shown on the original recorded plat shall be subdivided.

(c) No single structure shall be altered to provide residence for more than one (1) family, however, within a single-family structure lockout private quarters for blood or marriage related parties, lockout private guest quarters and home occupation are allowed. Duration of guest visit is limited to one consecutive 30-day period semiannually, per guest. Accessory buildings shall conform to the architectural style of the Primary Residence and be approved by the Committee.

Section 2. No Lot shall be used in a fashion, which unreasonably interferes with any other Owner's right to use and enjoy the other Owner's Lots. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a Site unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3.

(a) No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties, which may become an activity or condition, which unreasonably interferes with the rights this Declarant, gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties, which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained.

(b) Notwithstanding anything in Section 3(a) of this Article IX to the contrary, during the Development Period the Declarant may permit trailers ("temporary trailers") to be placed upon Owner's Lots to facilitate the sale of the Lots and the construction of residences (and residence-associated improvements) upon the Lots. All such temporary trailers shall be placed only upon either (A) a Lot being sold by the Lot's Owner, or (B) the Lot upon which a residence is being constructed by the Lot's Owner. No Such temporary trailers shall be placed, without Declarant's permission, on any other portion of the property described on the attached Exhibit" A" and the adjacent rights-of-way. The Declarant specifically, in the Declarant's sole discretion, may (i) completely deny an Owner permission to place a temporary trailer on the Owner's Lot, (ii) require any temporary trailer placed upon the Lot to be placed in such a location as to minimize view from public rights-of-way or from residences on other Lots, or (iii)

impose landscaping requirements which the Declarant, in the Declarant's sole discretion, may require to improve the appearance of the temporary trailer on the Lot.

Section 4. No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently for residential purposes.

Section 5. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Petroleum storage is permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.

Section 6. Sign

(a) No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. The sign may also be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than eight (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. This Section 8(a) including, but not Limited to, the restrictions on the number of signs and the sign size limit shall not apply to signs approved under Section 8(b) or Article IX by the Declarant during the Development Period.

(b)(1) The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, Realtor identification signs, "for sale" signs, and other signage that may be placed by parties other than the Declarant on any part of the Lots within Brookridge at Highland or public rights-of-way. The Declarant may also develop an overall theme for signage within the project, including specific requirements for physical sign installation and size requirements, which theme will then become part of the established guidelines and standards for signage in Brookridge at Highland during the Development Period. In the event such guidelines are established, the Declarant shall make the signage guidelines and standards available upon request to Lot Owners and their representatives, including both builders and real estate agents of Lot Owners.

(b)(2) During the Development Period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, all signage installations within any part of the real property encompassed within the plat of Brookridge, including the adjacent rights-of-way. Every Owner of a Lot in Brookridge, and any builder or real estate agent on behalf of an Owner, shall submit any proposed signs to the Declarant for approval prior to installation of the signs.



Any signs not specifically approved by the Declarant found anywhere within Brookridge, or on adjacent rights-of-way, may be promptly removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Premises specifically includes, but is not limited to, the Declarant's right to remove all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including, but not limited to, the person or persons owning any interest in the signs removed, shall not be entitled to compensation of any kind for sign(s) removed by Declarant pursuant to this Section.

(b)(3)(i) The Declarant, during the Development Period, may also require that an Owner install a specific Lot identification sign on the Owner's Lot. All such Lot identification signs shall meet any signage guidelines and standards established by Declarant under Section 8(b). The Lot identification signs shall be constructed and installed at the sole expense of Owner. The Lot identification sign shall remain on the premises regardless of any transfer of Lot ownership until the Declarant determines that a Lot identification sign is no longer necessary for marketing purposes.

(ii) Notwithstanding anything in Section 8(b)(3)(i) to the contrary, the Declarant will not require an Owner to install a specific Lot identification sign if both (A) the Owner already resides in a completed residence on the Lot, and (B) the Owner does not intend to sell the Lot within the next two (2) years. Any Owner claiming exemption from the specific Lot identification sign requirement of this Section (b) shall, furnish upon request, to Declarant all affidavits under oath confirming that the Owner intends to reside indefinitely in the completed residence on the Lot and does not intend to sell the Lot within two (2) years from the date of the affidavit.

(iii) If an Owner fails to obtain and install a specific Lot identification sign within fourteen (14) days of written request by Declarant, the Declarant may obtain and install a Lot identification sign without Owner's consent. The Owner shall reimburse upon demand, Declarant for all costs of making and installing the specific Lot identification sign. Declarant's cost of obtaining and installing the sign shall be a lien upon the Owner's Lot, and a personal obligation of the Owner, and shall be a charge" for purposes of Article V, Section 3. Interest shall accrue pursuant to Article V, Section 3, on any unpaid amounts due Declarant, under this Section, which interest shall accrue from the date ten (10) days after the Owner's receipt of written demand for repayment.

(c) The Board may cause any sign placed on Properties, in violation of this Article IX, Section 8, to be removed and destroyed without compensation of any kind to anyone including, but not limited to, any persons having an ownership interest in the sign. This Section shall not apply to signage placed by Declarant (see Section 8(d) of this Article IX).

(d)(i) Additional signage may be installed by Declarant during the "Development Period" to promote the sale of Lots or houses, and to promote

Declarant's project and company. Notwithstanding anything in this Section 8 of Article IX to the contrary, signs placed by the Declarant shall not be subject to any sign restrictions, and specifically shall not be subject to the limitation set forth in Section 8(a) of this Article IX on the number of signs and the size of signs. The Declarant shall not be subject to any guidelines or standards established by Declarant for other parties pursuant to this Section 8(b) of Article IX.

(d)(ii) Under no circumstances shall the Declarant be liable, or be required to pay for all or any part of the construction, installation, or maintenance of any signs which are placed upon Lot not owned by the Declarant. This Section shall apply even if Declarant requires an Owner to place a sign pursuant to this Section 8 of Article IX, Section 3.

Section 7. Animals. No animals, except dogs, cats, caged birds, fish tanks, other small household pets, and livestock will be permitted on Lots except as allowed under Article 4.1, R-1-40, 3-4102: Permitted Uses, Residential Zone of Highland City, Utah County, Utah. Dogs shall be on a leash or caged and not be allowed to run at large or to create a disturbance for other Owners in the plat. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Declarant or Committee shall have the right to remove or cause to be removed any pet considered by Declarant or Committee to be a danger to the neighborhood. Failure of the pet owner to cooperate in such removal will be a violation of this Declaration. No animals may be bred for commercial purposes. Leashed animals are, permitted within the subdivision when accompanied by their Owners. Persons accompanying the animal shall exercise "scooping" of animal waste. Failure to scoop waste shall result in a \$25 fine for each such occurrence. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept or leashed in violation of this Section, the Board will give the Owner ten (10) days written notice of the violation. Such violation must be remedied by the Owner within ten (10) days. Failure to comply with the written notice on keeping will result in a fine of \$25.00 per day. Scooping fees automatically and immediately apply at the time of each such occurrence and require no written notice. Any fine imposed by this Section shall be the obligation of the fined Owner and a lien on the Lot of the fined Owner. The Association shall be entitled to attorneys' fees and costs for any action taken to collect such fines in accordance with the provisions of Article XVI, Section 5.

Section 8. Delegation of Use and Responsibilities. In the event an Owner rents or leases his property, the Owner shall make a copy of the Declaration, as well as any Rules and Regulations that may be adopted by the Association, available by the Owner to the prospective renter at the time of commitment of the rental agreement.

Section 9. Vehicles. No goods, vehicles, recreational vehicles, boats, campers, trailers, large trucks and commercial vehicles belonging to Owners, residents of the Property or other parties shall, be parked within Brookridge at Highland unless kept in an enclosed garage. No trucks, trailers, or commercial vehicles are, allowed to stand

upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. Notwithstanding the foregoing, Owners who have visiting guests intending to stay in a Recreational Vehicle may secure written permission from the Board for such guests to park the Recreational Vehicle upon the Lot owned by the Owner for a maximum period of one (1) week. Such a privilege shall only exist, however, after the written permission is, obtained from the Board. Upon 48 hours notice to the Owner of an improperly parked Vehicle or any item described or intended to be described herein, the Board has the authority to have towed or otherwise removed, at the Owner's expense, any Vehicle or item still visible from the right-of-way or adjacent Residences that have, been parked on any Lot or within the right-of-way for more than 24 hours.

Section 10. Insurance. No use shall be made of any Residence, which shall cause the improvements within Brookridge at Highland or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each owner shall be responsible for securing insurance presently known as homeowner's special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements upon a Lot.

Section 11. Machinery and Equipment. No machinery or equipment or any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence.

Section 12. Maintenance and Repair. Each Owner of a Residence shall have the obligation to provide exterior maintenance of his Residence including but not limited to painting, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, and landscaping installed by Owner or his predecessor in title. Each such Owner shall paint, repair, and other wise maintain the exterior and interior of his Residence and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems.

Section 13. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so, as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Residence or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Residences or Lots. No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Residential units. Loud and disturbing noises are not permitted at any time. Sound equipment and musical instruments must be turned and/or played at a level that will not annoy other Lot Owners. Loud parties will not be permitted at any time.

Lot owners and their tenants must abide by all state, city, and county laws, ordinances and zoning regulations. Any conduct by a Lot Owner or their tenants while

within the Property, which results in arrest by law enforcement officers or results in criminal charges, shall constitute a violation of this Declaration and its Rules.

Section 14. Recreational Apparatus Locations. No recreational apparatus will be permitted in any front yard or side yard, next to a platted street. Recreational apparatus, including swing sets, swimming pools, basketball courts, satellite dishes, playground equipment or similar devices shall not be located at any point toward the front Lot line, past a line drawn parallel with and intersecting the back of the dwelling unit structure. Above ground-pools shall be, permitted with wood skirting to be approved by the Committee. The Committee shall have absolute discretion to approve or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

Section 15. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration: a) Declarant, so long as it had any interest in any of the Property, b) Any Owner, or c) The Association.

## ARTICLE X

### USE AND BUILDING RESTRICTIONS

#### Section 1. Building Materials.

(a) Brookridge at Highland is intended to be a custom home subdivision where each home is individually designed for each purchaser and architecture and design are not substantially duplicated. Unless authorized by the Declarant or the Committee, no dwelling may use the same style/color brick or stone selected by and approved for nearby property owners in Brookridge at Highland. It is impractical to mandate that no color, material, or style will be used more than once within Brookridge at Highland but reasonable care shall be taken to create an appealing variety of colors and styles and to space reasonably any duplications that may exist because of the personal preference of the various homeowners. Each Lot Owner must submit their exterior materials (as to both type and color) to the Declarant or the Committee for advance approval.

(b) These covenants are, designed to establish a quality development and to maintain its integrity as long as possible. All homes constructed on each Lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a "decor" item. In making this determination, the Declarant or Committee will consider whether the material harmonizes with the aesthetic character of Brookridge at Highland development and whether the material would add to the attractive development of the subdivision. The

exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to compliment the natural surroundings and landscaping within Brookridge at Highland. Exterior colors must be approved by the Declarant or Committee. Exterior trim, fences, doors, railings, decks, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

(c) Unless otherwise approved by the Declarant or Committee, the exterior building and wall materials for Residential units and accessory buildings shall consist of at least sixty percent (60%) masonry (brick, stone, stone veneer, stucco and fiber reinforced concrete siding such as Hardy Plank) and said percentage shall apply to the entire home (all sides) but may be distributed unevenly. It is the intent and design of the Declarant that all homes will be 100% masonry, wherever possible. However, a minimum standard of 60% is hereby established and shall be, substantially spread over the front of the home so, as to give an appearance from the street of being all or nearly all masonry. The sides and back of the home may have a reduced amount of masonry but, together, the total masonry shall consist of at least 60% coverage for the entire house. The balance may be stucco or high quality siding materials if and to such extent as the same are approved by Declarant. Distinct and respected architectural styles, which do not call for brick or stone construction materials, may be approved by the Declarant and/or Committee if the overall design is deemed suitable and compatible for the subdivision and is in keeping with the intent of the Covenants. It is the intent of the Declarant that the homes constructed in Brookridge at Highland shall be of Victorian, European, French Country, Old World, English Tudor, French Cottage, Southwest, Cape Cod, and Southern Plantation character and design. The use of any other materials for such buildings shall require the prior approval of the Committee.

(d) The provisions of Article XII are, incorporated herein by reference and are to be construed and applied, together with this Declaration in its entirety, in a manner consistent therewith. All references to required approvals by "the Committee" include and may be satisfied by the Declarant until such time as the Declarant establishes such a Committee and/or entirely withdraws from the subdivision and turns all matters pertaining to required approvals over to such Committee. There is no intended distinction or legal significance to any reference in the Declaration that refers to "the Committee" rather than those provisions elsewhere in the Declaration, which require approval of "the Declarant of Committee".

#### Section 2. Maintenance of Lots During the Construction Period.

a) Each Lot Owner, exclusive of the Declarant shall have a responsibility to maintain the Lot either in a natural forested condition prior to any clearing or in a neat and clean appearance after construction commences for a Residence on said Lot. After

clearing of vegetation for construction, the debris from the clearing operation shall be promptly removed from the Lot and disposed of off site in an approved location. In no case shall any vegetation cleared from one Lot be deposited on an adjacent Lot. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be done within the confines of a Lot.

b) During construction of each Residence, the Owner, or the Owner's construction representatives, shall pick up scrap materials and other construction debris and dispose periodically of said materials, shall make periodic efforts. No dumping of any such debris or refuse shall be allowed on adjoining Lots. Owners and builders shall cleanup all trash and debris on the construction site at the end of each week. Trash and debris shall be contained in a trash enclosure on site, which shall be removed off-site when full. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. Upon completion of the construction on any Lot and prior to the occupancy of the structure, the Lot Owner shall be responsible for keeping the landscaping improvements and the structure itself in a clean and neat appearance. This shall include the responsibility for regular landscape maintenance, watering, trimming, and upkeep to present a finished, manicured appearance of said premises from the adjacent right-of-way. In the event that the Lot Owner, or Owner's construction representative(s), fails to meet the standards set forth in this Section, the Board shall have the right to complete such clean-up activity in accordance with the provisions as set forth in this Declaration.

c) Each Owner shall be required to clean up the Lot within ten (10) days of receipt of a Certificate of Occupancy. Following occupancy, the new Owner shall then be responsible to maintain said Lot in a manner consistent with the provisions set forth in this Declaration.

Section 3. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority, and written approval of such permits from the Board, Committee, or the Declarant, as well as plan check approval as set forth in Article XV. Section 8.

Section 4. Code. All construction shall conform to the requirements of the state of Utah's Rules and Regulations for installing electric wires and equipment, and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

Section 5. Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within eight (8) months of the beginning of construction to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 6. Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour's notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 7. Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the state of Utah.

Section 8. Site Grading and Drainage. In the event Highland City requires that each Lot Owner retain on his own Lot water runoff in accordance with an approved Brookridge at Highland Grading and Drainage Plan Owner shall comply with said Plan.

Section 9. Sanitary Facilities for Contractors. Each property Owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Committee.

Section 10. Construction Crew Parking. Construction crews shall not park on, or otherwise use other Lots. All construction vehicles and machinery shall be parked only in areas designated by the Committee.

Section 11. Liability for Damages. The Committee or Declarant shall not be held liable for damages because of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

Section 12. Allowable Building Heights. The maximum height of any building in Brookridge at Highland measured from finished grade to the highest part of the structure shall be thirty-five (35) feet. Where the ground or top of the building is uneven in height, the average elevation thereof shall apply. No building shall be less than the height of 10 feet or one story above finished grade. Structures not used for human occupancy, including, but not limited to, roofs above the square, chimneys, flagpoles, and similar structures, are excluded in determining height.

Section 13. Square Footage Requirements. No Residence shall be permitted on any lot wherein the floor area, exclusive of open porches and garage, is less than 2,500 square feet for a single story home. Multi-level homes must have an aggregate footage of above ground floor of 3,000 square feet. The Association shall have, at its sole discretion, the right to approve Residences of somewhat less square footage.

Section 14. Residence Width Requirement. No Residence shall be constructed with a front elevation of less than 60 feet in width including the garage.

Section15. Side, Back and Front Yard Location Requirements. Buildings and structures on lots shall be located as follows:

- (1) All dwellings and other main buildings and structures shall be set back not less than thirty-feet from the front lot line.
- (2) All dwellings and other main buildings and structures shall be set back not less than fifteen (15) feet from either side lot line.
- (3) All dwellings and other main buildings and structures shall be set back not less than thirty-feet from the rear lot line.
- (4) Notwithstanding any provision of this Section to the contrary, the following additional requirements shall apply to corner lots:
  - (a) All dwellings and other main buildings shall be set back not less than thirty-feet from the side lot line, which abuts on a street.
  - (b) The side setback required for the interior side of such lots shall be that required by paragraph (2) of this Section.

Section16. Not a Part of Building. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon any other lot, or to violate any building code in effect at the time of construction.

Section17. Accessory Structures. Accessory structures such as patios, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Residence and shall conform to the architecture of the Residence and be, subject to the approval of the Committee.

Section18. Chimney Structures. Chimneys of approved exterior material may not exceed the height required by appropriate governmental agencies. Other than the direct vent type, exposed metal flues are not acceptable; all chimneys shall be covered with a hood to hide the flue system. All other venting devices shall blend with the color of the roofing material to make them as un-noticeable as possible.

Section19. Mailboxes. Each Lot Owner agrees to construct and install a mailbox for their residence in a manner, style, size, color, location and selection of materials as approved by Declarant and/or Committee. The design for such shall reasonably match and compliment the residence and blend with the other neighboring residences and their mailboxes as reasonably determined by Declarant and/or Committee. The Post Office may mandate the mailbox location.

Section 20.

(1) All fences, Walls, and Hedges open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction. Fencing shall be constructed of vinyl, metal, masonry, concrete, or stucco on masonry with the location placement of fencing shown on a drawing submitted to the Committee for approval. No barbed wire, chain link, or corrugated fiberglass fences shall be erected



on any Lot, except that the Committee upon request may consider chain link fencing for sports facility enclosures for approval. No fence shall be, erected, placed or altered on any Lot towards the front of the Lot beyond the front wall of the Residence in what is, defined in Section 24 herein as the "front yard". On a corner Lot, no fence shall be erected, placed or altered at a location set back from the Lot property line less than 20 feet on one side and the minimum building setback line on the other. The 20-foot setback requirement shall apply to the street of greater traffic volume. The restriction of fence placement at the minimum building setback applies to the lesser traffic volume street. Shrubs are permitted on side and rear property lines.

(2) **Retaining Walls.** No retaining wall shall exceed a height of four feet and shall not be placed any closer to the property line or another retaining wall at a ratio of one foot horizontal to one-foot Vertical height of the wall.

(3) **Clear View of Intersecting Streets.** Clear Vision Area - Corner Lots. No structure in excess of three (3) feet in height shall be placed on any corner lot within a triangle area formed by the street property lines and the line connecting them at points forty (40) feet from the intersection of the street property lines. No structure in excess of three (3) feet in height shall be placed closer than 14 feet to a neighboring driveway.

(a) On street intersections where speed limits are greater than 35 mph all fences, walls, and hedges over three feet in height must be (a) outside the 40 foot triangle and either 10 feet off of the side property line, or (b) 18 feet from the edge of the closest 12 foot travel lane, or (c) as per AASHTO Policy on Geometric Design of Highway and Streets regarding safe sight distances.

(b) **Setbacks** - All fences, walls, hedges, or similar devices must be placed within property boundaries and always outside the planned road right of way.

(c) **Height measurement** - Where there is a difference in the grade of the properties on either side of the fence or wall, the height of a fence or wall shall be measured from either side of the adjoining properties except that in any instance a three (3) foot height fence shall be measured from the higher side.

(d) **Fire safety** - There shall be no fence or hedge within three (3) feet of any fire hydrant.

(e) **Hedge Definition for Clear Vision Area** - single shrub planting shall not constitute a hedge if the closest distance between the foliage of any two (2) plants, over three feet in height, is and remains at least (20) feet apart except for that foliage above 6 foot in height. Hedges shall consist of nursery grade plants, shrubs, trees, grass, or similar landscaping materials.

(f) The area between the Roadway and/or sidewalks and fences are to be maintained by the abutting property owner.

**Section 21. Paving.** Driveways and other paved areas shall be concrete, exposed concrete, stamped concrete, quarry tile, brick, or paving blocks unless otherwise approved by the Committee.

**Section 22. Landscape Standards.**

- (a) The entire front yard, including up to the edge of the curb or sidewalk in the adjacent right-of-way fronting any Lot within Brookridge shall be landscaped. The landscaping shall be installed within sixty-days of the receipt of a Certificate of Occupancy, or within eight (8) months from the date, that construction is initiated, whichever date is earlier. If inclement weather conditions prevent the timely installation of said landscaping improvements, the Lot Owner must make application to the Committee for an extension of time until weather conditions sufficiently improve. For corner Lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped. However, only low growing shrubs are permitted in the front yard. Shrubs, trees, or like vegetation, shall not be allowed in front yard landscaping to grow to heights as substitutes for or as fences. Hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended. The Lot Owner, as required, shall plant the park strip.

Section 23. Front Yard Standards. "Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line, which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections.

Section 24. Garages. Each Residence shall incorporate a minimum three (3)-car garage designed and constructed in conformity to the materials and architectural style of the Primary Residence. Wherever possible, "side-load" or "rear-load" garages rather than front entry garages are desired and encouraged throughout the subdivision but individual exceptions may be approved in relation to Lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the Lot Owners. Unattached garages and utility buildings shall not be within ten (10) feet of any property line and shall not have exterior walls more than fourteen (14) feet in height from finish grade to eaves. The exterior of such structures are to have an appearance that is similar to the residence. Barns may be built to the height allowed according to the Development Code of Highland City, however, Barns shall be constructed of the same or similar materials and be of a similar architectural appearance in conformity to the Primary Residence.

Section 25. Air Conditioning and Mechanical Equipment. Central air-conditioning is required. There shall be no evaporative coolers on rooftops or in windows. All air conditioning and heating equipment must be screened from view and insulated for sound attenuation.

Section 26. Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

Section 27. Exterior Lighting. All exterior lighting is to be indirect. Owners shall be permitted to utilize accent and spotlights on their Residences.

Section 28. Metal Awnings. Metal awnings, metal “lean-tos” or metal patio covers shall not be permitted on any Lot, unless approved by the Committee.

Section 29. Dusk to Dawn Post Light or Lantern. In conjunction with each Residence erected, each Owner shall install an electrically powered post light, or lantern, controlled by an automatic dusk to dawn activated photoelectric cell between the "front building setback line" and the street right-of-way line. The design, location and lighting capacity of the post light or lantern shall be subject to the written approval of the Committee.

Section 30 Excavated dirt/topsoil. No dirt or topsoil excavated in connection with construction of any structure on any lot in the subdivision may be removed from the subdivision without the prior written approval of the Declarant. The Declarant may designate other locations within the subdivision where any such dirt/topsoil is to be placed.

Section 31 Sidewalk Repair or Replacement, Cleanup after Purchase of Lot. The Owner/builder is responsible to repair or replace any sidewalk or curb that has been broken or damaged after the purchase date of the Lot, clean up. The Owner/builder will escrow an amount not to exceed \$1000.00 per lot with the Title Company, Declarant, or Committee at closing to insure the payment of such costs. The amount of the deposit may increase or decrease at the sole discretion of the Declarant or Committee. The escrowed security deposit may be in the form of a bond, cash, or irrevocable letter of credit from a federally insured institution or other source acceptable to the Declarant or Committee. Declarant shall be exempt from this Section.

Section 32. City and Other Approval. Approval of any improvement by the Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Committee takes no responsibility for plan conformity to any other criteria other than the requirement of this Declaration and any Architectural Guidelines.

Section 33. Solar Equipment. Solar Panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment screened from view.

Section 34. Home Occupations.

(1) Home occupations may be permitted as provided herein. Provided, however, a home occupation permit shall not be required for any of the uses listed in subsection (9) below. Any person desiring a home-occupation permit, as provided in this Section, shall file an application therefore with the Declarant or Committee.

(2) All home occupations, whether or not a permit therefore is required by this Section, shall be permitted only subject to and shall comply at all times with the following conditions.

- (a) Home occupations will be permitted only after Declarant or Committee approval as the case may be.
- (b) The home occupation shall be conducted entirely within a building.
- (c) The home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.
- (d) The total area devoted to the home occupation within a building or buildings shall not exceed 25% of the living area of the dwelling; nor in the alternative, more than 50% of the total floor area of any garage or out building wherein the licensed activity is conducted.
- (e) The home occupation shall be registered with and licensed by the business license division of the City and with all applicable state agencies. The business may be a trade, calling, profession or occupation.
- (f) Entrance from the outside to the area of the dwelling used for the home occupation shall be the same entrance normally used by the residing family, except when otherwise required by the Utah State Department of Health or other state agency.
- (g) The physical appearance of the dwelling, amount of traffic and parking, and other activities generated by the home occupation shall not be contrary to the intent of Brookridge at Highland Home Owner Association. The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with uses at Brookridge at Highland.
- (h) The home occupation shall, and the structure in which it is conducted shall, comply with all fire, building, plumbing, electrical and health codes.
- (I) The home occupation shall not be associated with nor produce odor, fumes, dust, light, glare, color, design, materials, construction, lighting, sounds, noises, vibrations, including interference with radio or television reception, that may be discernable beyond the premises or which disturb the peace and quiet of the neighborhood.
- (j) All maintenance or service vehicles and equipment, or any vehicle bearing any advertising related to the home occupation shall be garaged or stored entirely within the building or structure, or entirely behind the dwelling, out of view of the street.
- (k) Any special condition established by the Declarant, Committee, or the City Council and made of record in the home occupation license as they deem necessary to carry out the intent of this section shall be met.

(3) Any permission granted by the Declarant or Committee issued pursuant to this Section might be revoked by the Declarant or Committee for failure to comply with the foregoing conditions. The Declarant or Committee shall likewise refuse to grant a renewal of such a permit for failure of the holder to comply with the foregoing conditions.

(4) The revocation or refusal to grant or renew permission by the Declarant or Committee may be, appealed to the Declarant or Committee as the case may be. After reconsideration, the decision of the Declarant or Committee as the case may be, shall be final and without further appeal.

(5) The applicant shall be required to notify all Residents within Brookridge at Highland of their request for a home occupation license.

(6) The Declarant or Committee, or their designee, may enter at all reasonable times the premises for which a home occupation permission has been granted to ascertain compliance with this Section. They may also inspect such premises prior to granting of home occupation permission. Refusal by the owner or occupant of the premises to allow such inspection, when requested, shall be grounds for denial or revocation of the home-occupation permission and a violation of this Declaration. .

(7) Home occupation permission shall not be required for use of a residence, which use is limited to receiving and sending mail and telephone calls.

(8) The Declarant or Committee may grant upon application permission for a home occupation, which shall state the home occupation permitted, the conditions attached thereto, and any time limitations imposed thereon.

(9) The person granted permission for home occupation use shall comply with each one of the conditions listed in City Codes and State Law, and with which the applicant has agreed in writing to comply.

Section 35. Rooflines and Gable Pitch.

(1) Roofs shall have a minimum pitch of 8/12. Unless, otherwise approved by the Declarant or Committee, when two-thirds of the roof is equal to or greater than 12/12 pitch, then one-third may be as low as 3/12 pitching. The Declarant and Committee will consider other pitches depending upon the custom associated with the architectural style of the home to be constructed and may but are not required to approve such other pitches.

(2) All gables must have at least a 10/12 pitch.

(3) Each building must have multiple roof features. Long continuous roof areas shall not be used unless liberally separated with dormers, gables, or other architectural features.

Section 36. Fruit and Vegetable Gardens. An attractive blend of grass and shrubbery is required for all of the yards in the Subdivision, with reasonable allowance for driveways and sidewalks as provided for herein elsewhere. The planting of fruit or vegetable gardens in the front yard are not permitted. Flower, such as rose gardens, may be permitted exceptions thereto. Reasonable portions of the backyard may be dedicated to fruit or vegetable planting.

**ARTICLE XI**

**UTILITIES**

Section 1. Wiring/Power Supply. The wiring (other than interior wiring) for buildings of any kind shall be underground.

Section 2. Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee. Any such installations shall be designed into the architecture and fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Committee. Any such installations shall not be approved if, in the sole discretion of the Committee, the installation(s) will detract from the appearance of the Lot or Properties.

## ARTICLE XII

### ARCHITECTURAL CONTROL

Section 1. Declarant as Architectural Control Committee. So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall act as the Architectural Control Committee ("act as the Committee") created by this Article XV (even if the Development Period has ended) unless the Declarant elects not to act as the Committee. If the Declarant is acting as the Committee, the Declarant shall have all authority and perform all functions given to the Committee by these Declarations and applicable law; all references to "Committee" in this Article XV shall apply to the Declarant while acting as the Committee.

Section 2. Declarant's Right to Appoint Committee. If the Declarant is still a voting member of the Association but elects not to act as the Committee, then (i) if the Development Period has not ended, Declarant shall appoint a Committee to function as the Committee and (ii) after the Development Period, the Board shall appoint the Committee. When the Declarant is no longer a voting member of the Association, the Board shall have the authority to appoint the Committee provided for by this Article - XII. The Committee, when appointed, shall consist of not less than three (3) and not more than five (5) Members. It is not a requirement that Members of the Committee be (1) Owners or (2) Members of the Association.

Section 3. Jurisdiction and Purpose. The Committee or the Declarant as set forth herein, shall review proposed plans and specifications for Residences, accessory structures, fences, walls, appurtenant recreational facilities (e.g., hot tubs, basketball courts, tennis courts, swimming pools, and bath houses), or other exterior structures to be placed upon the Properties. No exterior addition, structural alteration, or exterior structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, material and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat.

Section 4. Membership. Except as provided in Section 1 & 2 of this Article XII, the Board shall designate the Committee. An election to fill a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons.

Section 5. Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 6. Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

Section 7. Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

Section 8. Voting. Committee decisions shall be determined by a majority vote of the members of the Committee.

Section 9. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted either in person or by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the information contained in Exhibit "B," as generally outlined below:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and the existing and finished lot grades;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) Other information, which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards, employed by the Committee in evaluating development proposals.

Section 10. Plan Check Fee. Owners and all individuals submitting plans to the Committee shall be obliged to post a bond, cash security deposit or irrevocable letter of

credit in a form satisfactory to the Declarant or Committee, in an amount not to exceed \$1,000.00 in favor of the Declarant or Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Declarant or Committee (unless the Declarant or Committee waives bond on the basis that the extent and nature of work does not require a bond). A plan check fee of \$50.00 is required to review plans and specifications for Residences. A fee of \$25.00 is required for the review of other structures, or for previously reviewed plans within the project.

(a). The deposit is intended to assure the proper clean up of dirt, debris, and the repair of any damage to the landscaping, streets or other property within Brookridge at Highland caused by Owner or his agents in the construction of improvements and provide for payment of a reasonable plan check fee to cover the administrative costs of reviewing such development proposals.

(b) After the Development Period, by a vote of a majority the Board shall have authority to change fees to cover reasonable review costs. Declarant has sole discretion to change fees during Development Period.

(c). The deposit with the title company required at the time of purchase of the Lot by an Owner shall suffice and take the place of the deposit required by this Section being administered for the same purposes and in the same manner as set forth in Article 12, Section 10 of this Declaration.

(d) Declarant shall be exempt from this provision.

Section 11. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, and the landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Brookridge, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The Committee shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentence or which fail to meet any aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties, or (3) is of a temporary or non-permanent nature. Committee determinations may be amended by majority vote of Committee members.

Section 12. Exclusions. So long as the Declarant is either, a Class A or Class B voting member of the Association the Declarant shall have the right to waive the plans and specifications review for builders in Brookridge at Highland. Any such waiver shall



not exempt said builder from any of the standards or restrictions contained in these declarations.

Section 13. Approval Procedure. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration and criteria (including those in Section 10 of this Article XV) or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is, given within fourteen (14) days of submission, then the plans shall be deemed to be approved. In any event, the Association shall hold the Committee members (and the Declarant, if acting as the Committee) harmless from any actions taken (or actions not taken) relative to the approval, disapproval, or non-action on any plans submitted for review. "Non-action" on the part of the Committee shall not exempt the applicant from any of the provisions of this Declaration or the restrictions articulated herein. By purchasing a Lot in Brookridge, the Owners agree that to the extent permitted by law, the Declarant shall have no liability to the Owners or the Association for any actions taken, or actions not taken, while acting as the Committee.

Section 14. Compliance with Codes/Environmental Laws.

(a) In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications, which it reviews, comply with local building codes and requirements. The owner shall hold the Committee members (and Declarant) harmless in the event that a structure which the Committee (or Declarant) authorizes fails to comply with relevant building and zoning requirements or these covenants and restrictions contained herein. No person on the Committee or acting on behalf of the Committee, nor the Declarant acting as the Committee, or anyone acting on behalf of the Declarant, shall be held responsible for any defect in any plans or specifications which are approved by the Committee or Declarant nor shall any member of the Committee or any person acting on behalf of the Committee or Declarant be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee, or by the Declarant.

(b) Neither the Declarant, the Committee, nor any member of the Committee, nor the Association, nor anyone acting all behalf of the Committee or the Association, shall have any responsibility for compliance by Owner (or any agent, representative, guest, or invitee of Owner) with any environmental laws, regulations, or rules, including, but not limited to, those relating to hazardous waste and placement of underground storage tanks.

Section 15. Variation. The Committee shall have the authority to approve plans and specifications, which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardships from being imposed on an Owner because of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally affect the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purpose and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 16. Enforcement. The Association (including the Declarant on behalf of the Association), Board, or any Owner shall have the right to sue for judicial enforcement of a determination of the Committee, or, after the Development Period, to seek an order requiring the Committee to exercise its authority, and perform its functions, under this Article XII. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal.

Section 17. Committee/Declarant Liability. The Association shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any previous of this Declaration, including, but not limited to, actions taken (or not taken) under Articles of this Declaration. By purchasing a Lot in Brookridge at Highland, the Owners agree that, to the extent permitted by the law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the Committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration.

"Non-action" on the part of the Committee or the Declarant shall not exempt the applicant from any of the provisions of this Declaration or restrictions contained in this Declaration.

Section 18. Declarant's Right to Refuse to Approve Plans and Specifications. The Declarant shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its sole opinion, of aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is build, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Brookridge at Highland to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure,

including but not limited to court costs and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. To whatever extent consent, approval or authorization from Declarant or the Architectural Committee may be required hereunder, such consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or Committee shall be upheld for the betterment of the subdivision and the protection of the interests of all concerned.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenant are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part.

Section 2. Amendment. The Covenants and restrictions articulated in this Declaration shall run with the land for a term of thirty-years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section I of this Article. So long as the Declarant is either a' Class A or Class B member of the Association, this Declaration may be amended only if (a) a Declarant gives the Declarant's express written approval of the amendment in writing, and (b) the Owners of at least 51 percent (51 %) of the Lots, including those owned by Declarant, sign an instrument (which may be executed in counterparts) approving the amendment. At such time as the Declarant is no longer a Class A or Class B voting member of the Association, this Declaration may be amended if the Owners of at least 75 percent (75 %) of the Lots vote to amend particular provisions of this instrument as then in effect (including any prior amendments). In no event shall any provisions expressly referring to the Declarant be amended at any time without the express written approval of the Declarant or the Declarant's successor in interest (unless the Declarant, or the Declarant's successor in interest, no longer exists). All amendments must be filed with the office of the Utah County Recorder.

Section 3. Insurance. The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein.

Section 4. Enforcement. The Association (including the Declarant on behalf of the Association), the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration (including, but not limited to, Article XV, Section 15).

Section 5. Arbitration. As to any matter of disagreement, dispute, claim or controversy between Homeowners, Homeowner(s) and the Association, Homeowners and Declarant, or the Association and Declarant ("party" or "parties"), relating to this Declaration, Covenants, Conditions and Restrictions, or relating to the Property or any portion thereof, any party may demand that such disagreement, dispute, claim or controversy be submitted to arbitration. The demand for arbitration shall be in writing, shall be served on the other party, and shall set forth the matter or matters to be arbitrated. Any arbitration pursuant to this section shall be in accordance with the Utah Arbitrations Rules as then in effect, supplemented by the local rules for mandatory arbitration enacted in the county in which the Property is located, provided, the parties hereby waive any monetary limitation otherwise applicable under such rules. All such arbitration proceedings shall take place in Utah County. Any award rendered shall be final and conclusive upon the parties. The fee to initiate arbitration shall be borne by the party first demanding arbitration, provided, however, that the arbitrator shall award the substantially prevailing party costs and expenses incurred in proceeding with the arbitration, including but not limited to the cost of experts, evidence and legal fees. The arbitrator is, authorized to issue pre-award including relief where appropriate and to invoke such other sanctions may be necessary to enforce the arbitrator's orders or to compel discovery through depositions or document production.

Section 6. Liens for Other Charges. This Section shall apply to all fees, charges, penalties, interest, costs, attorneys' fees and other amounts assessed against an Owner or the Owner's Lot. Unless otherwise provided in this Declaration, charges shall be a personal obligation of the Owner, and a lien against the Owner's Lot(s). The liens upon Lots may be recorded, collected and foreclosed in the same manner as liens for regular assessments, with the costs (including reasonable attorneys' fees) of collection or foreclosure, or both, to be additional for which the Owner shall be personally liable and which shall be a lien on the Owner's Lot enforceable as provided in this Section.

Section 7. Interest. All assessments, penalties, liens, fines, and other charges shall bear interest, if not paid when due, at the rate of 12 percent (12 %) per annum until paid in full. The interest shall accrue from the due date.

Section 8. Successors and Assigns. The Covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 9. Severability. The invalidity of any one or more phases, clauses, sentences, paragraphs or sections hereon shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses,

sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 10. Rule Against Perpetuities. In the event any provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving member of the Temporary Board appointed by the Declarant in the Articles of Incorporation for the Association (" First Temporary Board") of the Association or twenty-one (21) years after the death of the last survivor of all of any of the First Temporary Board member's children and grandchildren who shall be living at the time this instrument is executed, whichever is later. All such provisions shall be given full effect until the particular provisions become void under this Section.

Section 11. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association or of the Utah County Recorder's office at the time of mailing.

Section 12. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the Bylaws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

I/We, \_\_\_\_\_ and \_\_\_\_\_, as the Owner(s) of Lot Number \_\_\_\_\_, hereby acknowledge that I/We have read, understand, and agree, am bound and shall abide by all the terms, covenants, conditions, rules, regulations, and restrictions contained in these Brookridge at Highland Homeowner Association Covenants, Conditions and Restrictions this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Signature of Lot Owner

IN WITNESS WHEREOF, Howard K. Bangerter, Lissa H. Bangerter, Kathryn E. Thompson, and Dan C. Simons Manager of Simons Open Land Developments, LLC ("SOLD"), a Utah Limited Liability Company have executed these CC&R's as of this

22 Day of June, 2006

DECLARANTS:

SIMONS OPEN LAND DEVELOPMENT LLC, a Utah limited liability company,

By:



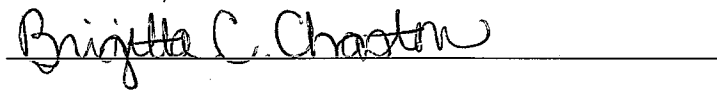
DAN C. SIMONS

Its: Manager

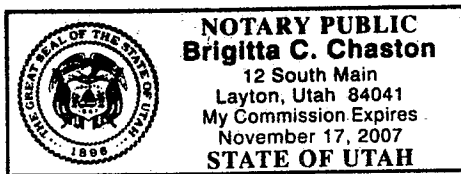
STATE OF UTAH )  
SS.  
COUNTY OF SALT LAKE)

On this 22 day of June, 2006, before me, Brigitta C. Chaston, a notary republic, personally appeared DAN C. SIMONS, known to or identified to me to be the manager of SIMONS OPEN LAND LLC, a Utah limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

NOTARY PUBLIC



Residing at: Layton, Utah





Residing at:



**EXHIBIT "A"**

**BROOKRIDGE**

**LEGAL DESCRIPTION**

Lots 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 206, 207, 208, 210, and 211  
BROOKRIDGE SUBDIVISION, Highland, Utah, according to the official plat thereof on  
file in the Office of the Utah County Recorder.

Tax ID 35-496-101 thru 35-496-105 and 35-496-201 thru 35-496-208 and 35-496-210  
and 35-496-211

**EXHIBIT "B"**

**BROOKRIDGE**

**PRELIMINARY INFORMATION WORKSHEET**

**PLANS AND SPECIFICATIONS.** Plans and specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surfaces and all other construction details and materials, and complete landscape plans which, are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of Brookridge for written approval, before construction is started.

BUILDER \_\_\_\_\_ PLAN NO. \_\_\_\_\_

LOT NO. \_\_\_\_\_ PREVIOUSLY REVIEWED FOR LOT NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

SECTION I - PLOT PLAN AND LANDSCAPING (Please include the following information on the plot plan and fill in blanks where provided.)

A. Plot Plan (Scale: 1" = 20')

1. Location of Structure on Lot (in feet)\*

- a. Front yard setback \_\_\_\_\_
- b. Side yard setback (Rt.) \_\_\_\_\_
- c. Side yard setback (Lt.) \_\_\_\_\_
- d. Rear yard setback \_\_\_\_\_

2. Concrete driveway

3. Show all easements affecting lot (per recording plat)

B. Landscaping Plan/Information

1. Show proposed lawn and planter areas.
2. Sod or seeded area to extend to adjacent edge of sidewalk or curb (on corner lots, lawn is to extend to edge of pavement on both adjacent street frontages).
3. Location and proposed type of fencing (if applicable). Fences shall not extend beyond adjacent rear elevation of house and corner Lots fences shall setback as provided for in this Declaration.

SECTION II - RESIDENTIAL PLAN REQUIREMENTS

A. Complete set of building plans, elevations, and specifications, providing the following information, as a minimum:

1. Finished floor areas

-Main Floor \_\_\_\_\_ s.f.

-Upper Floor \_\_\_\_\_ s.f.

-Basement \_\_\_\_\_ s.f.

-Unfinished \_\_\_\_\_ s.f.

-Garage \_\_\_\_\_ s.f.

2. Roofing Materials: \_\_\_\_\_

3. Exterior wall materials/finishes: \_\_\_\_\_

4. No. of fireplaces and finishes: \_\_\_\_\_ Main  
\_\_\_\_\_ Other

5. Area of masonry on facade: \_\_\_\_\_ Sq. Feet.

6. Types of window frames: \_\_\_\_\_ Wood

\_\_\_\_\_ Extruded Vinyl

\_\_\_\_\_ Extruded aluminum (anodized only)

7. Exterior color scheme (please attach samples or manufacturer name and number)

Main \_\_\_\_\_

Accent \_\_\_\_\_

Trim \_\_\_\_\_

8. Do you propose to install any antennas on exterior structure?

(Note: Such structures require special approval from ACC Committee)

No \_\_\_\_\_

Yes (Please describe) \_\_\_\_\_

9. Main heating source: \_\_\_\_\_ Natural Gas

Other \_\_\_\_\_

10. Proposed start date: \_\_\_\_\_

Proposed completion date: \_\_\_\_\_

## B. Fees

Plan Check Fee. Owners and all individuals submitting plans to the Committee shall be obliged to post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Declarant or Committee, in an amount not to exceed \$1,000.00 in favor of the Declarant or Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Declarant or Committee (unless the Declarant or Committee waives bond on the basis that the extent and nature of work does not require a bond).

(a) The deposit is intended to assure the proper clean up of dirt, debris, and the repair of any damage to the landscaping, streets or other property within Brookridge at Highland caused by Owner or his agents in the construction of improvements and provide for payment of a reasonable plan check fee to cover the administrative costs of reviewing such development proposals.

(b) A plan check fee of \$50.00 is required to review plans and specifications for Residences. A fee of \$25.00 is required for the review of other structures, or for previously reviewed plans within the project.

(c) After the Development Period, by a vote of a majority the Board shall have authority to change fees to cover reasonable review costs. Declarant has sole discretion to change fees during Development Period.

(d) The deposit with the title company required at the time of purchase of the Lot by an Owner shall suffice and take the place of the deposit required by this Section being administered for the same purposes and in the same manner as set forth in Article 12, Section 10 of this Declaration.

(e) Declarant shall be exempt from this provision.

I am an authorized representative of owner/contractor for the residence to be constructed on this lot, and certify that the information provided herein is accurate to the best of my knowledge. Any significant deviations from the above will be submitted to the Brookridge Architectural Committee for review and approval.

-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Submittal requirements:

1. Two complete sets of Building Plans
2. Two copies of Plot/Landscape Plan
3. One copy of Preliminary Information Sheet
4. Color samples and/or manufacturer name and number

Note: Plans submitted for review must be legible and will not be returned. For plans that have been previously reviewed, please specify plan and lot number, and modifications being proposed.