

ENT83456:2020 PG 1 of 7
Jeffery Smith
Utah County Recorder
2020 Jun 17 08:53 AM FEE 40.00 BY SW
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When Recorded Return to:

Alpine Ridge Estates LLC
Attn: David Gifford
6944 W 9720 N
Highland UT, 84003

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
for
BROOKSIDE MEADOWS**

COURTESY RECORDING

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**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
for
BROOKSIDE MEADOWS**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this 16th day of June 2020 by Alpine Ridge Estates LLC, a Utah limited liability company with an address of 6944 W. 9720 N Highland UT, 84003, and Alpine Ridge Estates 2 LLC, a Utah limited liability company with an address of 883 N 2375 W Lehi, 84043 (together referred to herein as "Declarant"), whose project is known as Brookside Meadows.

Lots 1-15 Brookside Meadows and common area

(See attached Exhibit A legal description affecting Parcel Nos. 11-019-0056 and 11-020-0206)

Title to all of the above-mentioned land is conveyed subject to these protective covenants.

**Article 1
Architecture**

1.1 Building Type. No lot shall be used except for purposes as written in Alpine City code. Every dwelling shall have a minimum area above ground two thousand (2000) square feet for a single level residence and three thousand (3000) square feet above ground for a two story or multi-level residence. No dwelling shall exceed two (2) stories in height.

1.2 Temporary Structures. No trailer, tent, shack or other out-buildings shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

1.3 Easements. Easements and rights of way are hereby reserved to the declarant, its successors and assigns, in and over the real property within the subdivision subject to this Declaration for the erection, construction, maintenance and operation therein and thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services, sewage, cable TV, ethernet and other things for convenience to the owners of lots in the subdivision, including but not limited to those shown on the plat. No structure of any kind shall be erected over any of such easements without permission from the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell lots owned by the Declarant therein.

1.4 Front yard requirements. Setbacks of any building shall be in accordance with Alpine City Code

1.5 Garages, driveways and fences.

- (1) Every dwelling must have a minimum of three (3) car garage.
- (2) Driveways for dwellings must be hard surface such as concrete, asphalt, or pavers.

(3) Fences may be constructed using any standard fencing material except vinyl and shall be approved, installed, and maintained in accordance with Alpine City code.

1.6 Architectural guidelines.

(1) **Harmony in building.** The exterior material of all dwellings and out-building shall consist of one, or some combination, of the following materials: brick, stone, hardy board, stucco or cast stone.

Article II Nuisances and Related Matters

2.1 Animals and pets. All Alpine City ordinances shall be complied with concerning pets.

2.2 Storage. No campers, boats, trailers, ATV's and UTV's shall be stored on driveways in excess of five (5) days unless being stored behind fencing, in an outbuilding or behind the front set back of any house. No above-mentioned items shall be stored on roadways for longer than 24 hours.

2.3 Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind upon any property.

2.4 Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in the subdivision, except in sanitary containers. Rubbish shall include but not be limited to pulled bushes or weeds, household wastes, un-licensed automobiles, campers, boats, trailers or items in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers and stored in garages or where screened by adequate fencing or shrubbery so as to be concealed from view of neighbors and streets.

2.5 Installation and Maintenance of Landscaping. the homeowner shall landscape front and rear yards within 6 months of receiving certificate of occupancy including sprinklers unless seasonal conditions preclude such planting, in which case the landscaping will be performed as soon as possible, but in no case later than June 1st of the first summer of ownership.

Article III General Provisions

3.1 Enforcement. Any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or inequity all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues of such violation. The prevailing party in any proceedings to enforce these covenants shall be entitled to costs and attorney fees.

3.2 Acceptance of Restrictions. All purchases of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein or any portion thereof, are hereby

conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

3.3 Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with any grading or common area, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot strictly conforms to any grading and drainage plan established by Alpine City.

Article IV **Additional Covenants**

4.1 Declarant's Right to Amend. The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be the most beneficial for the Subdivision, so long as it owns lots in the subdivision.

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

4.3 Amendment. These Restrictive Covenants may be amended by a 2/3 vote of owners in the subdivision (10 of 15). Until the Developer has sold the last lot in the subdivision the Developer retains the right to make any amendments to the Restrictive Covenants.

4.4. HOA. A Homeowner's Association Brookside Meadows HOA, Inc. has been created by the Developer for the purpose of enforcement of the Restrictive Covenants and the collection of common area maintenance expenses, all as more particularly set forth in Bylaws for that non-profit corporation, a copy of which accompanies this Declaration and is attached hereto.

4.5. Reserve Fund. Notwithstanding the provisions of any Utah law regarding a reserve study or a creation of a reserve fund, the Developer shall not be required to establish a reserve fund or deposit any of the Developer's own funds for that purpose. Upon the transfer by the Developer to a buyer of any lot, a fee of \$250 shall go into an account established by the Homeowner's Association for the purpose of paying for common area improvements and maintenance. Thereafter, the annual dues or expenses shall be as determined either by the Management Committee/Board or by the lot owners by 2/3 majority vote.

Article V **Limitation of Liability**

5.1 Limitation of Liability. Neither the Developer nor or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans, specifications or construction of public improvements or common areas once the same have met and passed Alpine City inspections

[Signature/Acknowledgement page to follow]

In witness whereof, the undersigned have executed this Declaration of Covenants, Conditions, and Restrictions for Brookside Meadows the day and year written.

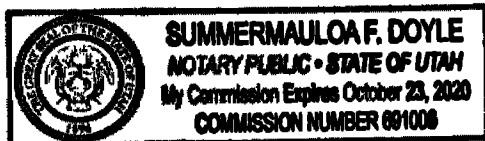
DECLARANT:

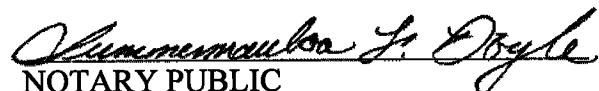
Alpine Ridge Estates LLC

By: 
David Gifford, Manager

STATE OF UTAH)
ss:
COUNTY OF UTAH)

On this 16th day of June, in the year 2020, personally appeared before me David Gifford, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Alpine Ridge Estates LLC (Declarant/Developer) and acknowledged that he executed this instrument in his duly authorized capacity for and on behalf of said Alpine Ridge Estates LLC.




NOTARY PUBLIC

Alpine Ridge Estates 2 LLC

By: 
David Gifford, Member

By: 
Kevin Holland, Member

STATE OF UTAH)
ss:
COUNTY OF UTAH)

On this 16th day of June, in the year 2020, personally appeared before me David Gifford and Kevin Holland, proven on the basis of satisfactory evidence to be the persons whose names are ascribed hereto, representing all of the members Alpine Ridge Estates 2 LLC (Declarant/Developer) and acknowledged that they executed this instrument in their duly authorized capacity for and on behalf of said Alpine Ridge Estates 2 LLC.




NOTARY PUBLIC

(For Reference: Affects Parcel Nos: 11-019-0056; 11-020-0206)

Exhibit A

A TRACT OF LAND BEING SITUATE IN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°38'36" WEST BETWEEN THE EAST QUARTER AND THE WEST QUARTER OF SAID SECTION 24, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°38'36" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 2682.94 FEET AND NORTH 17.27 FEET FROM THE EAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 7, PLAT A, DEERFIELD SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 10153, AND RUNNING THENCE NORTH 30°16'09" WEST 6.91 FEET; THENCE NORTH 89°15'56" WEST 61.10 FEET; THENCE NORTH 87°26'36" WEST 27.89 FEET; THENCE NORTH 86°48'27" WEST 109.48 FEET; THENCE SOUTH 89°28'07" WEST 100.18 FEET; THENCE NORTH 87°50'37" WEST 193.36 FEET; THENCE NORTH 86°42'12" WEST 100.37 FEET; THENCE NORTH 89°08'14" WEST 120.91 FEET; THENCE NORTH 87°48'00" WEST 65.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF 400 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, 1) NORTH 07°04'00" EAST 58.16 FEET, 2) NORTH 01°04'00" EAST 417.73 FEET TO THE SOUTHWEST CORNER OF MOUNTAINVILLE HEIGHTS PUD, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2498; THENCE ALONG SAID PLAT THE FOLLOWING THREE (3) COURSES, 1) NORTH 88°28'55" EAST 864.51 FEET, 2) NORTH 26°46'20" EAST 395.43 FEET, 3) NORTH 36°03'20" EAST 74.92 FEET TO THE WESTERLY CORNER OF PARCEL 101C, PLAT C, WHITBY WOODLANDS PRD, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11809; THENCE ALONG SAID PLAT THE FOLLOWING TEN (10) COURSES, 1) SOUTH 60°00'00" EAST 166.36 FEET, 2) SOUTH 10°00'00" WEST 52.88 FEET, 3) SOUTH 27°39'52" WEST 69.81 FEET, 4) SOUTH 10°00'00" WEST 130.00 FEET, 5) SOUTH 39°00'00" WEST 187.00 FEET, 6) SOUTH 27°40'00" WEST 37.00 FEET, 7) SOUTH 51°16'59" EAST 48.84 FEET, 8) SOUTH 22°00'00" WEST 60.16 FEET, 9) SOUTH 60.51 FEET TO THE POINT OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT, 10) ALONG SAID CURVE A DISTANCE OF 1.76 FEET THROUGH A CENTRAL ANGLE OF 00°30'10" (CHORD BEARS SOUTH 83°44'27" WEST 1.76 FEET) TO THE NORTHEAST CORNER OF THAT CERTAIN WARRANTY DEED RECORDED ON AUGUST 11, 2005, AS ENTRY 88437:2005, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE ALONG SAID WARRANTY DEED THE FOLLOWING THREE (3) COURSES, 1) SOUTH 84°00'00" WEST 151.02 FEET TO THE POINT OF A 254.00 FOOT RADIUS CURVE TO THE LEFT, 2) ALONG SAID CURVE A DISTANCE OF 48.46 FEET THROUGH A CENTRAL ANGLE OF 10°55'54" (CHORD BEARS SOUTH 78°32'03" WEST 48.39 FEET), 3) SOUTH 04°12'04" WEST 50.18 FEET TO THE POINT OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH 84°00'00" EAST 186.62 FEET TO THE WEST LINE OF SAID PLAT C, WHITBY WOODLANDS PRD; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES, 1) SOUTH 32°00'00" WEST 50.78 FEET, 2) SOUTH 45°00'00" WEST 155.00 FEET TO THE NORTH LINE OF SAID PLAT A, DEERFIELD SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES, 1) SOUTH 89°00'44" WEST 59.67 FEET, 2) SOUTH 03°23'29" WEST 41.92 FEET, 3) SOUTH 57°26'29" WEST 75.64 FEET TO THE POINT OF BEGINNING.

(For Reference: Future Brookside Meadows subdivision to CONTAIN 15 LOTS, 576,669 SQUARE FEET, OR 13.238 ACRES, MORE OR LESS.)