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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
BY: LUG, DEPUTY - WI 21 P.

AND WHEN RECORDED MAIL TO:

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

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

COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF MASTER PLAN AND DESIGN GUIDELINES AND GRANT OF EASEMENTS made as of 11/14, 2004, by and between CAROLYN L. ANCTIL and KENNETH LIBRE (collectively the "Buyer") and POWDER RIDGE ASSOCIATION OF UNIT OWNERS, a Utah corporation (the "Association"), their successors and assigns, who agree as follows:

1. **Property.** Buyer has purchased the real property (the "Property") situated in the Town of Alta, County of Salt Lake, State of Utah, and particularly described in Exhibit A attached hereto and incorporated herein by this reference. The Property is part of the Powder Ridge Planned Unit Development, which encompasses the Powder Ridge Condominiums (the "Project").
2. **The Association.** The Association is an entity formed pursuant to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (1953, as amended).
3. **Covenants of Buyer and the Association.** Buyer and the Association hereby enter into the following covenants, conditions and restrictions affecting the Property which both benefit and burden the Property, and the other property constituting the Project and which run with the land.
 - 3.1. **Covenants of Buyer and the Association.** Buyer hereby covenants with the Association as follows:

(a) Development in Accordance with Master Plan and Design Guidelines.

Buyer shall construct all buildings and other improvements on the Property and develop the Property in full accordance with the attached Master Plan and Design Guidelines.

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

3.2 Covenants of Buyer to the Association. Buyer hereby covenants with the Association as follows:

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

It is understood and agreed that the current formula for calculating the assessments on the Property is: (i) the Property is assessed 1/17 of all PUD common area expenses, and (ii) one "share" of the management fees of the Association which is currently \$118.90 per month. Said assessments and charges are billed on a quarterly basis. Buyer shall pay all other costs and expenses of the Property, including property taxes, utilities, maintenance, and repairs.

4. Master Plan and Design Guidelines. The Town of Alta has approved a Master Site Plan (the "Master Plan") and Design Guidelines (the "Design Guidelines") for the development of the Property and other property by the Town of Alta. Attached hereto as Exhibit B is a copy of the Master Plan. Attached hereto as Exhibit C is a copy of the Design Guidelines. Reference

must be made to the Master Plan and Design Guidelines for the terms and conditions thereof. In the event of a conflict between the terms of this document and of the Master Plan or Design Guidelines, the terms of the Master Plan and Design Guidelines shall govern.

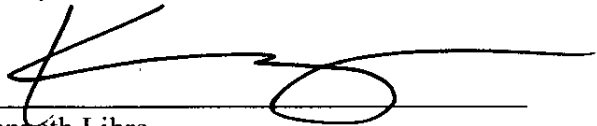
5. **Grant of Easements.** The Association hereby grants to Buyer a non-exclusive easement for pedestrian and vehicular ingress, and egress and for connection to public utilities over, across, under and through "Powder Ridge Drive" and "Powder Ridge Court" as the same are described in the Declaration of Condominium for Powder Ridge (the "Declaration") and the Record of Survey Map (the "Map") recorded in the official records of the Salt Lake County, Utah Recorder's office as the same may be amended from time to time. Nothing contained herein shall allow the Association to amend the Declaration or the Map in any respect which would materially interfere with the easements granted herein.

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

BUYER:



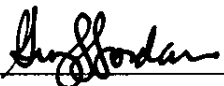
Carolyn L. Anctil



Kenneth Libre

SELLER:

Powder Ridge Association of Unit Owners,
a Utah nonprofit corporation

By: 

Its: President

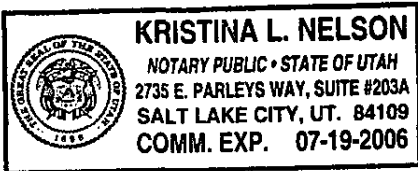
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2004, by Carolyn L. Anctil.

NOTARY PUBLIC
Residing at: _____

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

The foregoing instrument was acknowledged before me on the 19th day of November 2004, by Kenneth Libre.

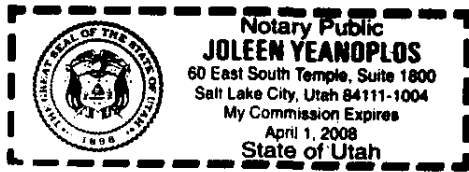





NOTARY PUBLIC
Residing at: Salt Lake City

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

The foregoing instrument was acknowledged before me on the 12 day of November 2004, by Guy Jordan, as President of the Powder Ridge Association of Unit Owners, a Utah nonprofit corporation..





NOTARY PUBLIC
Residing at: Salt Lake City

EXHIBIT A

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

Beginning at a point which is the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13" East 2396.31 feet; thence South 65°13'00" West 671.74 feet along the Southerly line of Dwyer No. 4 Mineral Claim (M.S. #5489); thence North 36°00'00" West 262.38 feet to a point on a 384.12 foot radius curve to the right (center bears South 0°08'19"); thence Southeasterly along the arc of said curve 61.27 feet; thence South 81°00'00" East 67.47 feet; thence North 09°00'00" East 25.00 feet; thence North 36°00'00" West 128.02 feet; thence North 28°33'00" East 21.12 feet to the true point of beginning, said point being on the Easterly parcel line of Parcel A, the following call being along said parcel line; thence North 28°33'00" East 55.00 feet to a point on the Southerly right of way line of Powder Ridge Drive, the following call being along said right of way; thence South 61°27'00" East 45.83 feet; thence South 28°33'00" West 55.00 feet; thence North 61°27'00" West 45.83 feet to the true point of beginning.

Being a part of Parcel "G" additional lands as shown on the Plat for POWDER RIDGE OF UTAH, Expandable Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 4062188, in Book 85-3, at Page 44, as said record of Survey Map may have heretofore been amended or supplemented.

30-05-152-0007

EXHIBIT B

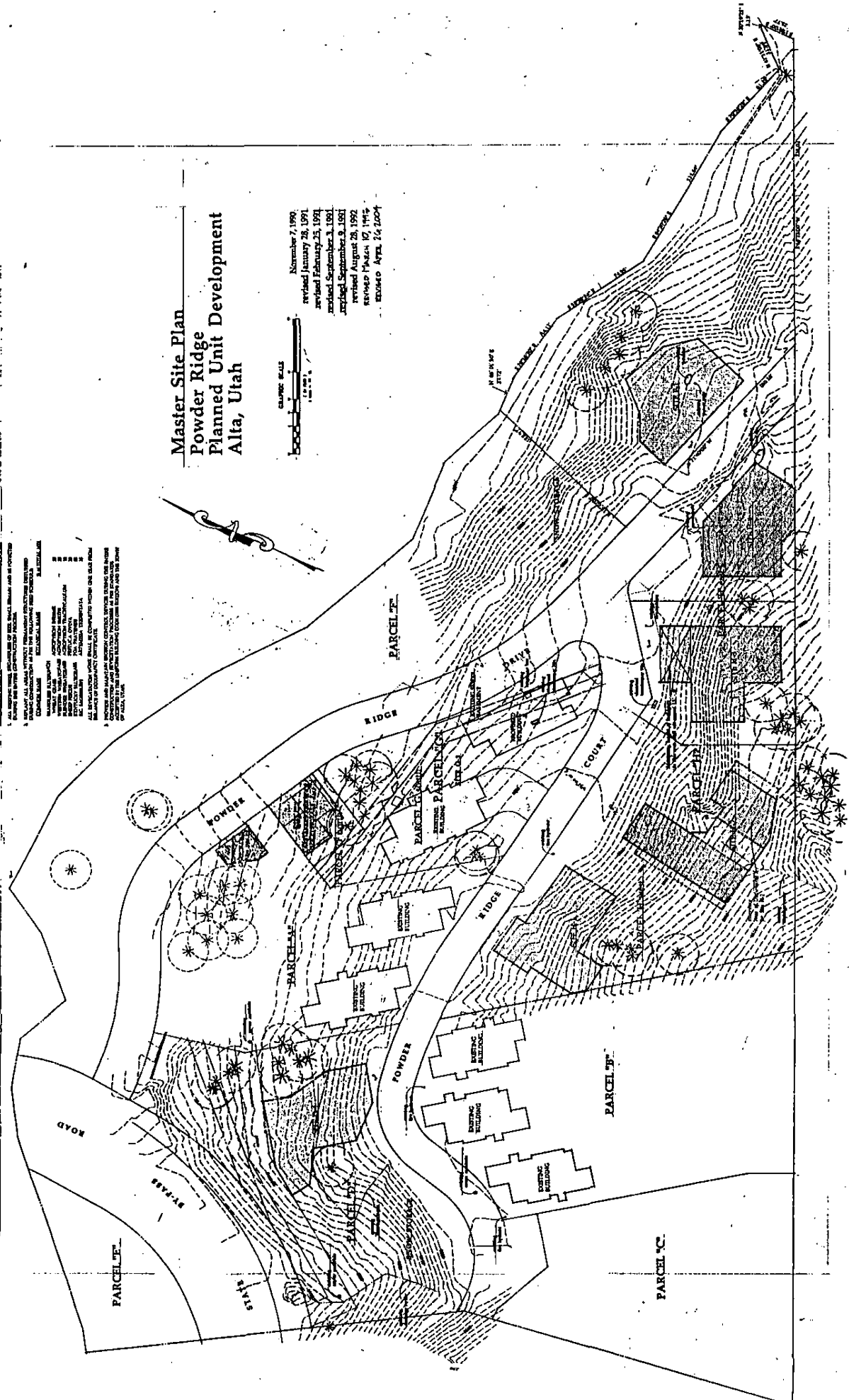
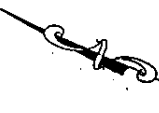
**Master Site Plan
Powder Ridge Planned Unit Development
Alta, Utah**

REVISIONS/DESIGN CONTROL GENERAL NOTES

1. ALL SURVEY DATA, RECORDS OF SURVEY, SHALL BE MADE AVAILABLE TO THE CONTRACTOR FOR REVIEW AND CONSTRUCTION PURPOSES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL SURVEY DATA AND RECORDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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

November 7, 1990
 revised January 26, 1991
 revised February 25, 1991
 revised September 3, 1991
 revised September 9, 1991
 revised August 28, 1992
 revised March 10, 1995
 revised April 24, 2004



- REVEGETATION
1. ALL EXISTING DURING THIS PROJECT
 2. REPLANT ALL DURING CONSTRUCTION PER COMMONLY AVAILABLE SPECIFICATIONS REGARDLESS OF WHETHER GRASS, WESTERN WHEATGRASS, SLENDER WHEATGRASS, SHEEP TONGUE, KENTUCKY BLUEGRASS, OR BIG BLUEGRASS.
 3. PROVIDE AND MAINTAIN ALL REVEGETATION ISSUANCE OF CONTRACT.

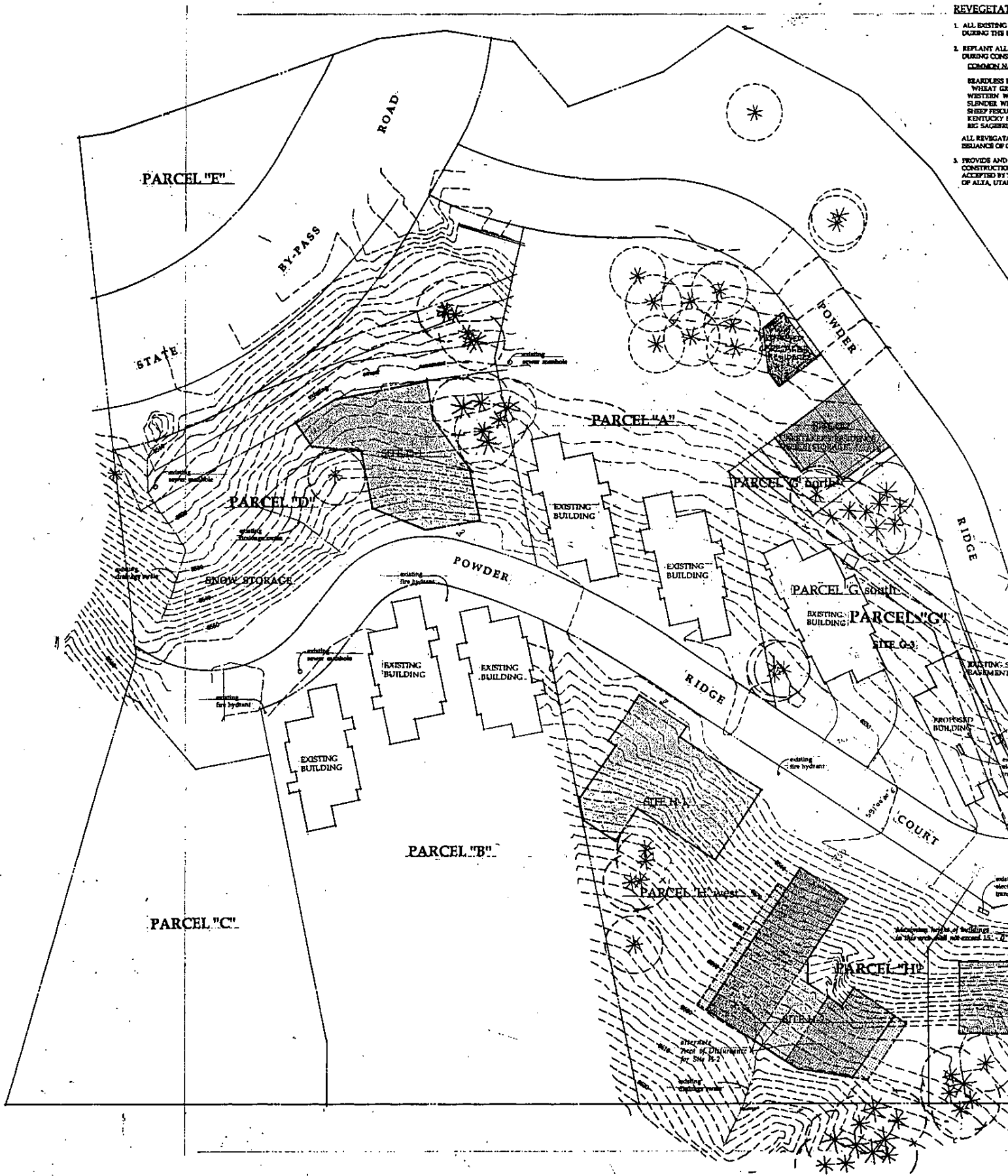


EXHIBIT C

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

1.1.1.1.1

A) Permitted Uses

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

2.2.2.2.2

B) Single Family Dwellings

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

Powder Ridge, Alta • Design Guidelines

3.3.3.3

C) Two Family and Multiple Family Dwellings

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

4.4.4.4.4

D) Areas of Disturbance

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

5.5.5.5.5

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

6.6.6.6.6

E) Yard Regulations

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

7.7.7.7

F) Height Regulations

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

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

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

42,750 square feet (approx. 1 acre)

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

32,750 square feet (approx. 0.75 acre)

2.2.2.2.2

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

40,900 square feet (approx. 0.94 acre)

Powder Ridge Homes, Design Guidelines

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

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

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

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

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

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

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

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