

Box Elder Subdivision

April 21, 2008

To Whom It May Concern:

Patterson Construction has reviewed the plans for the detached building to be built in Box Elder,

Lot# _____ located at _____, Utah and is approved by the Architectural Review Committee.

The Box Elder Committee strongly urges the owner to review the Box Elder CC&R's. Owner further understands, and acknowledges and agrees that owner has received a copy of the Box Elder CC&R's. This committee approval does not constitute code or CC&R compliance – rather owner agrees to abide by the recorded Box Elder CC&R's and government code requirements and to not hold responsible the Box Elder Committee of any code or CC&R infractions.

Sincerely,

James Patterson, Review Committee

MEMORANDUM

DATE: July 9, 2002
TO: All home and lot owners of Box Elder Subdivision
FROM: Box Elder Architectural Committee

Please find enclosed a copy of the Covenants, Conditions & Restrictions (CC&R's) for the Box Elder Subdivision in which you live. Per this Declaration, these CC&R's are "*for the purpose of enhancing and protecting the value and attractiveness of the property*" and "*shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof.*"

We encourage all to re-read these CC&R's as there has been some questions about *fencing* (Art.II Sec9d), *detached buildings* (Art.II Sec9b), *satellite dishes, and other structures* (Art.IV Sec5), *architectural approvals* (Art.II Sec8,9,10) *nuisances* (Art.IV Sec2), & *enforcement* (Art.III Sec2).

As the architectural committee, we would like to reiterate what needs to take place before construction of any type of fencing or building. Per the CC&R's, "*No building or structure shall be erected, placed or alter on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Box Elder Development Committee*" (Art.II Sec9,10). As well, any verbal conversation with any of the committee members does not constitute approval or permission to build any type of structure, including fences as "*The approval or disapproval of any building or structure must be given in writing by the Committee*" (Art.II Sec10). Once approved, the Committee will also forward this approval/disapproval to Alpine City Building Department for permits. Lastly, "*each owner is required to make a cash deposit in the amount of \$1,000.00 with the Box Elder Development Committee at the time his plans are approved and the building permit issues*" (Art.IV Sec. 7).

The current Box Elder Development Committee is comprised of Dan VanWoerkom, Wayne Patterson and James Patterson. Keep in mind that "*the Committee or any owner or successor of interest of an owner shall have the right to enforce by proceedings at law all CC&R's ... including the right to prevent the violation of any such CC&R's and the right to recover damages for such violations*" (Art.III Sec2). Should you have any questions please contact one of the committee members.

Again, we are asking all property owners to conform with these CC&R's as they are clearly "for the purpose of enhancing and protecting the value and attractiveness of the property."

Thank you, Box Elder Development Committee

Cc: Alpine City Planning and Zoning

✓
File

ENT 77037 BK 3282 PG 111
 MINA B REID UTAH CO RECORDER BY MB
 1993 OCT 29 12:04 PM FEE 49.00
 RECORDED FOR PATTERSON CONST

**DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS, AND RESTRICTIONS
 FOR BOX ELDER SUBDIVISION**

The Undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

See Exhibits I and II

The property presently consists of Amended Plat A comprising two lots which has been recorded and Plats B and C which have been recorded (See Exhibit II). The remainder of the property comprises proposed Plats D through F which have been approved by the City of Alpine but have not yet been recorded (See Exhibit II). Upon the recording of Plats D through F, the Amended Plat A and Plats B and C, together with Plats D through F will include 54 residential lots comprising the Box Elder Subdivision. Upon the later recording of Plats D through F, this Declaration shall be deemed automatically amended thereby.

The Undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The Undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single family dwelling.

ENT77037 BK 3282 PG 112

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Building Type. No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family residence not to exceed two stories in height and a private garage or carport for not more than four vehicles. Every single family dwelling shall have a minimum area above ground of two thousand five hundred (2,500) square feet for a single level residence, and two thousand (2,000) square feet for the main floor and one thousand five hundred (1,500) square feet for the second floor of multi-level residences, and when completed, the dwelling, exclusive of land costs, shall have a fair market value in terms of 1993 Utah home values of not less than \$250,000.00. No log homes, solar homes, or subterranean homes or buildings shall be permitted.

Section 2. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet. Owners are encouraged to use offsets of greater than 30 feet. No building shall be located nearer than 12 feet to an interior lot line or nearer than 30 feet to the rear lot line. For the purpose of this covenant, open porches shall not be considered as a part of a building or structure; provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Box Elder Development Committee.

Section 4. Temporary Structures. No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 5. Completion of Building. When the construction of any residence or other structure is once begun, work thereon must be carried out diligently and completed within sixteen (16) months of the date that site excavation is commenced.

Section 6. Landscaping. Owner shall complete landscaping of all front and side yards facing a street within twelve (12) months after occupancy of the residence.

ENT77037 BK 3282 PG 113

Section 7. Compliance with Applicable Zoning Ordinances. All structures within the property shall be built, occupied and used in accordance with the provisions of Alpine City Zoning Ordinances relating to Zone CR-1.

Section 8. Box Elder Development Committee Approval Required. No building or structure, including, but not limited to, tennis court or swimming pool, shall be erected, remodeled or placed on the property without the prior written approval of the Box Elder Development Committee as to location, height, design and harmony with existing structures and in compliance with the covenants, conditions and restrictions set forth herein.

Section 9. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the property affected thereby:

(a) Harmony in Building: Exterior material of all dwellings shall be primarily brick, stucco, stone, cast stone or other material acceptable to the Box Elder Development Committee. The roofing materials shall be either wood shingles, approved architectural composition shingles, or tile roofs. The use of natural earth tones will be encouraged, along with the use of wood and stone as materials.

(b) Detached Accessory Buildings: A detached accessory building may be permitted and shall be subject to all of the covenants, conditions and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plans of such accessory building shall be submitted to the Box Elder Development Committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

(c) Retaining Walls: All retaining walls must be approved by the Box Elder Development Committee.

(d) Fences: No privacy fences shall be allowed in front of the dwelling (or in the case of corner lots, on either side facing a street). The Committee will discourage any chain-link fencing of any type, brand or make to be constructed on the property except that green chain-link fencing for purposes of tennis courts will be acceptable. The design of fences used to secure private swimming pools and tennis courts shall be submitted to the Box Elder Development Committee for approval prior to such fences being constructed.

(e) Garages and Driveways: Every dwelling must have a minimum of a two (2) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Vehicle

ENT77037 BK 3282 PG 114

access to garages shall be encouraged by side-entrance.

(f) Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed.

Section 10. Architectural Approval. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Box Elder Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. All homes shall be traditional in style; traditional meaning homes with a colonial, early american, tudor, or french architecture. Homes with massive use of glass which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged. Any home with a ultra-contemporary/modern architecture will be discouraged.

The approval or disapproval of any building or structure must be given in writing by the Box Elder Development Committee. All decisions of the Box Elder Development Committee shall be final, and neither the Box Elder Development Committee nor its designated representatives shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Box Elder Development Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and the Box Elder Development Committee shall have no responsibility or liability therefore. The Box Elder Development Committee, in its discretion, shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

ARTICLE III

Box Elder Development Committee

Section 1. Membership. The Box Elder Development Committee (hereinafter "Committee") is comprised of Wayne Patterson, James Patterson and Will Miller. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in

the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire to make a member or members of said Committee, the Undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ENT77037 BK 3282 PG 116

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Box Elder Development Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats, or other vehicles are to be stored on streets of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Horses may be kept only on lots 1, 2, 3, 4, 10, 11, 12, 25, 26, 27, 29, 30, 31, 32, 33, 36, 41, 53 and 54 if otherwise permitted within applicable zoning regulations and provided they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. Other livestock shall not be kept on the property.

Section 5. Satellite Dishes, Other Structures. Satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Box Elder Development Committee.

Section 6. Protective Fencing. Owners of lots 19, 36, 37, 39, 40, 47, 48, 49, 50, 51, 52 and 53 shall be required to construct and maintain fencing or a retaining wall at all times on their lots above the gully for protection and safety of persons.

Section 7. Construction Activities; Clean Up; Owner Liability; Cash Deposit. Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot. To cover potential damages resulting from construction activities undertaken with respect to his lot, each owner is required to make a cash deposit in the amount of \$1,000.00 with the Box Elder Development Committee at the time his plans are approved and the building permit issues. If no damages result from construction activities undertaken with respect to his lot, the cash deposit will be returned to him upon issuance of the Certificate of Occupancy.

Section 8. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Section 9. Fire Protection. Due to the potential for brush fire on land surrounding the Subdivision, owners are encouraged to consider sprinkler and other fire retardant systems and to use fire resistant materials in construction.

Section 10. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the Box Elder Development Committee, are established for the benefit of the Box Elder Subdivision. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee, or for decisions that they may render during the course of their service.

[* * * * *]

ENT77037 BK 3282 PG 118

DATED this 17 day of October, 1993.

BOX ELDER DEVELOPMENT, L.C.

By: [Signature]
Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 27 day of October, 1993, personally appeared before me Wayne Patterson who is a Manager of Box Elder Development, L.C., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Box Elder Development, L.C. pursuant to authority vested in him.

[Signature]
Notary Public

Residing at:
[Signature]

My Commission Expires:



EXHIBIT I

ENT77037 BK 3282 PG 119

AMENDED PLAT "A", PLATS "B" AND "C" AND PROPOSED PLATS "D" THROUGH "F", BOX ELDER SUBDIVISION, Alpine, Utah more particularly described as follows:

Commencing North 00 deg 19'13" West 5.00 feet from the West quarter corner of Section 17, Township 4 South, Range 2 East, Salt Lake Base and Meridian, thence North 00 deg 19'13" West 1326.94 feet; thence East 2018.11 feet; thence South 1326.94 feet; thence West 2184.32 feet to the point of beginning.

EXHIBIT II

ENT77037 BK 3282 PG 120

LAINE CITY, UTAH

BOX ELDER SUBDIVISION - PATTERSON CO'S SECTION

REVISIONS TO SECONDARY PLAN

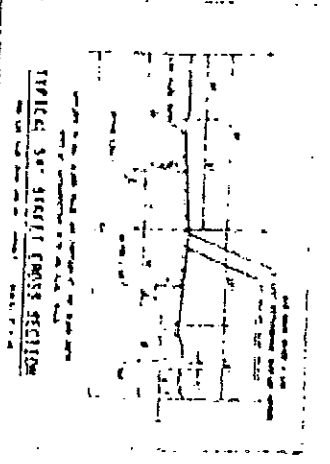
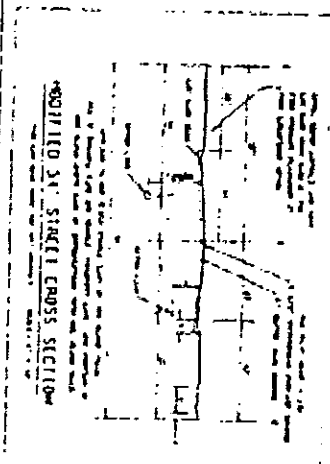
SWIFT & BERG CONSULTANTS

DATE: 12/02/93

LEGEND SECTION

ADJUSTED 30' STREET CROSS SECTION

TYPICAL 30' STREET CROSS SECTION



GENERAL NOTES

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. THE CENTERLINE OF ALL STREETS IS TO BE LOCATED AS SHOWN ON THIS PLAN.
3. THE WIDTH OF ALL STREETS IS TO BE AS SHOWN ON THIS PLAN.
4. THE LOCATION OF ALL UTILITIES IS TO BE AS SHOWN ON THIS PLAN.
5. THE LOCATION OF ALL CURBS IS TO BE AS SHOWN ON THIS PLAN.
6. THE LOCATION OF ALL SIDEWALKS IS TO BE AS SHOWN ON THIS PLAN.
7. THE LOCATION OF ALL DRIVEWAYS IS TO BE AS SHOWN ON THIS PLAN.
8. THE LOCATION OF ALL EASEMENTS IS TO BE AS SHOWN ON THIS PLAN.
9. THE LOCATION OF ALL ENCUMBRANCES IS TO BE AS SHOWN ON THIS PLAN.
10. THE LOCATION OF ALL ADJACENT PROPERTIES IS TO BE AS SHOWN ON THIS PLAN.

