

CCRW

When Recorded, Return To:

Hidden Pond LLC  
Duane B. Chase  
6415 W. 10200 N.  
Highland, UT 84003

ENT 80749 BK 5153 PG 306  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Jul 15 4:21 pm FEE 27.00 BY SS  
RECORDED FOR TITLE WEST TITLE CO

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of this 25 day of June 1999 by Hidden Pond, a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant is the owner of the following-described land situated in the city of Highland, Utah County, State of Utah, more particularly described as follows:

All Lots of ~~xxx~~ 1-6 (one through six) Plat A, Hidden Pond, According to the Official Plat Thereof of Record in the Office of the County Recorder of Utah County, State of Utah.

B. All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "Lots," and one of the Lots shall be referred to in this Declaration as a "Lot."

C. Declarant is executing this Declaration for the benefit and protection of the Lots, Declarant, and the other owners thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

Section 1: Effect of Declaration. the covenants, conditions and restrictions contained in this Declaration shall constitute covenants running with the land of each Lot and shall restrict and govern the use of each Lot regardless of the subsequent sale or transfer thereof.

Section 2: Restrictions With Respect To Animals. No cattle, pigs, sheep, goats, chickens, or turkeys shall be raised, bred, slaughtered, rendered, or otherwise kept upon any Lot for any purpose whatsoever. In addition, no other type of animals (including, but not limited to, elk, deer, moose, buffalo, mink, and ermine) and no fowl of any kind (including, but not limited to, geese, ducks, and pheasants), shall be raised, bred,

slaughtered, rendered or otherwise kept on a Lot (i) in furtherance of any commercial endeavor or enterprise, (ii) for the purpose of providing leather, fur, hides, or similar products, or (iii) for the purpose of providing meat or eggs for distribution, sale, or consumption.

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Section 3: Permitted Animals. Household pets only, dogs, cats, small birds, fish etc. Two Horses on 30,000 square foot lots or larger., subject to Wetlands Restrictions.

Section 4: Architectural Control. The Architectural Control Committee shall be composed of the Board of Dir. of Hidden Pond LLC. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representatives shall be entitle to any compensation for services performed pursuant to this covenant. No lot shall be sold & closed to any buyer until said (prospective) buyer shall first obtain written approval from A.C. Committee of his/their house plans.

The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in a letter form. The Owner must submit a set of formal plans specifications, and site plan to the Committee before who preview process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer shall and his assigns shall be released from responsibility of the committee. The reorganization of the committee shall be by a 2/3 majority vote of the then current property owners within the described property.

Section 5: Other Architectural Control. So long as Declarant owns any of the Lots, Declarant shall have the exclusive right to determine the general style, materials, color, and design of the residences to be constructed on the Lots, so long as all of the residences are reasonable compatible with one another as to those attributes. If, at the time a residence is to be constructed on a Lot, (i) Declarant declines to make such determination within a reasonable amount of time following the request for such determination by the owner (s) of the Lot, (ii) Declarant is no longer in existence, or (iii) Declarant no longer owns any of the Lots, the residence shall be designed and constructed as the Lot owner shall determine so long as the color, style, materials, and design of the residence are reasonably compatible with the style, materials, color, and design of the residences of the other Lots. No house in subdivision shall be built less than 2000 Sq. ft., for rambler style and 2900 sq. ft. for two-story houses, (with a minimum of 1500 sq. ft. on main floor). All exteriors shall be of brick, stucco, or stone, or a combination of same; no aluminum or vinyl siding allowed. Garages shall be side-entry only, except front-entry may be allowed under special circumstances & with approval of Committee (A.C.C)

Once a residence is constructed, the owner(s) of the Lot upon which it is situated shall maintain the residence in a state of good condition and repair.

Section 6: Wetlands. Portions of Lots 5 & 6 lie within an area designated by the Army Corps of Engineers as wetlands, and buyer(s) of said lot(s) shall be obligated to adhere to the Conditions, Covenants, and Restrictions dated March 26, 1999 contained in said Declaration.

Section 6.1 Sewering. Highland City's sewer line is uncommonly shallow in this area; therefore, basements will likely require grinder/ejector pumps. Said pumps are in common use throughout the U.S., and are high tech and reliable. An alternative to ejector pumps would be to raise the homesite slightly (perhaps 2-4' max.), sloping up from the sidewalk--which some people prefer to do anyway, in their construction plan, and landscaping--and this would eliminate the need for ejectors.

Section 6.2 Pond. The pond may or may not be full of water year round. It is subject to some control from the irrigation company(ies) that have some rights to some of the water therein, and also is dependent to some degree on natural springs, water drainage from surrounding area, etc. Homeowners in Hidden Pond are at their own risk if they enter the pond area, whether it is on their property or not, and Hidden Pond LLC assumes no liability for accidents, injury, or death of any person or animal in pond area.

Section 6.3 Cul-de-sac. The present 6-lot subdivision may, at some later time, be expanded North & West, and/or a road put in, to meet 10300 N. In this case there would not be a cul-de-sac at West end of lots 3 & 6, rather 10150 N. would go through to 10300 N., in case this matters to a prospective buyer/homeowner.

Section 6.4 Impact Fees. In addition to the advertised sale price of each lot, there is an impact fee(s) added onto this price, which pays for City required fees for Parks, Streets, & Pressurized Irrigation. This amounts to \$3,836. per lot, and is due on closing.

Section 7: Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 8: Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood.

No signs, billboards, nor advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, except that a single sign, not more than 3 X 5 in size advertising specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold. All sign placement to be in accordance with local City sign ordinances then in effect.

Section 9: Temporary Structure. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 10: Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot herein before described or any part or portion thereof. All homes must subscribe to a City garbage disposal service.

Section 11: Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. rear yards must be landscaped within 1 1/2 years of occupation of dwelling. All park strips must be planted in grass throughout the subdivision.

Section 12: Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet.

Materials of Fences. All fences installed by property owner must be made of wood or Woodguard products. Which is a vinyl wrapped wood. The fence may be either a rail fence, semi private or fully private.

On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half feet. All fences require a building permit from Highland City.

Section 13: Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truckbed, motor homes, buses, tractors and

maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the designing of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given lot. This open space shall remain unoccupied & unobstructed by building, vehicles and/or hard surfaces such as asphalt, cement & packed surface from this time henceforth and forever. For additional information contact JDD Investments.

Section 14: Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

Section 15: Amendment. So long as Declarant shall be an owner of any of the Lots, he shall have the right to amend this Declaration as he deems appropriate without the consent of any of the other Lot owners. Subject to the right of Declarant under the preceding sentence to amend this Declaration, this Declaration may be amended only by the consent of persons owning at least 19 of the Lots. In the event a particular Lot is owned by more than one person, the consent of the owners of that Lot shall not be deemed to have been given to any amendment unless 100% of the owners of that Lot shall agree.

For purposes of this Section, the term "person" shall include any individual, corporation, partnership, limited liability company, or other organization recognized by law as being capable of holding title to real property.

Section 16: Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

Section 17: Enforcement. Every owner of a Lot, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintainable by Declarant or by any other owner or co-owner of a Lot.

Section 18: Construction. All homes are to be constructed within six (6) months following commencement of construction. Lot owners are responsible for any damage to the curb, gutter, sidewalk, and street caused by their building contractors during the construction period.

Section 19: Satellite Dishes and Antennas. All satellite dishes and TV antennas must be placed within the enclosed area of the home or garage. All exceptions must be approved in writing by the Architectural Control Committee. The Architectural Control Committee will approve, upon written application to the Committee, small, digital satellite dishes that are not visible from the street.

Section 20: Vehicles. No vehicles of any kind are permitted to be parked on the street between 2:00 a.m. and 6:00 a.m. RVs, campers, trucks, boats, snowmobiles etc. must be parked in the garage or behind the front set-back line of the dwelling unit; they may not be parked in driveways or on the street.

Section 21: Dumpsters. All builders are required to have and use dumpsters on the construction site. The Architectural Control Committee is working with builders to enforce this requirement.

Section 22: Topical Headings. The headings appearing at the beginnings of the paragraphs of this Declaration are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of the language of this Declaration exclusive of such headings.

Section 23: Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Utah County, State of Utah.

The Architectural Control Committee believes that awareness and enforcement of the Restrictive covenants will maintain and enhance the desirability of Vintage Estates for all residents.

IN WITNESS WHEREOF the undersigned, being the Declarant, has caused this instrument to be executed this 25 day of June 1999.

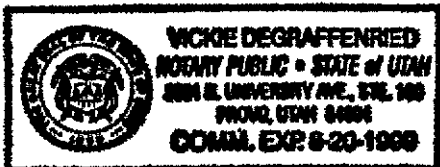
State of Utah }  
County of Utah }

HIDDEN POND LLC

BY: *[Signature]*

Duane B. Chase

The foregoing instrument was acknowledged before me this day of 1999 by: Duane B. Chase of Hidden Pond LLC



*[Signature]*  
Notary Public

My commission expires: 8-20-99

**DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS,  
AND RESTRICTIONS**

KNOWN ALL MEN BY THESE PRESENTS, that whereas under Section 1344 of Title 33 of the United States Code, the Sacramento District Engineer, U.S. Army Corps of Engineers (Corps), has authorized certain improvements on and/or adjacent to my certain piece of real property in the City of Highland, County of Utah, State of Utah. I/We, the owner(s) of said real property, in consideration of such authorization, certify and declare that the following covenants, conditions, and restrictions are placed on a portion of said property, more particularly described on the attached exhibit, for the protection of the owner(s) and the public at large:

1. No discharge of dredged or fill material or excavation in the mitigation site shall be allowed, including construction of buildings or other structures, unless authorization is first obtained from the Corps;
2. No grazing of animals is allowed. If necessary, the site shall be fenced to preclude livestock in the restricted area;
3. No mowing or alteration of vegetation in the mitigation site is allowed unless necessary for safety reasons or to control noxious weeds, provided that prior authorization is obtained from the Corps;
4. These covenants are to run with the land and shall be binding on all successors and assigns of the owner.
5. All conditions in that authorization document known as Department of the Army Permit No. 19959984 in the official records of the U.S. Army Corps of Engineers, Sacramento District, will be observed.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on March 26, 1999.

OWNER(S) OF RECORD;

[Signature] TEE [Signature] TEE

State of Utah )  
>:ss  
County of Utah )

On the 26th day of March, 1999 personally appeared before me the Grantors, Luane B. & Jan W. Chase, who duly acknowledged to me that they signed the foregoing easement.

[Signature]  
Notary Public

