

-TO-

WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS, AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS HIDDEN VALLEY HILLS #3.

3129050

Entry No.
Recorded
Book
Dated

Recorded JUN 26 1978 11266
Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. BIXON
46 Recorder, Salt Lake County, Utah
By Cheryl Harrington
Ref.

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as Hidden Valley Hills #3.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

SECURITY TITLE COMPANY
175782

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in Hidden Valley Hills #3 Subdivision, as recorded with the Salt Lake County, Utah Recorder's Office.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one dwelling not to exceed two stories in height and private attached garages for not less than two vehicles. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with the Neighborhood Grading and Drainage Plan, as approved by Salt Lake County Flood Control for the subdivision and the individual lots therein.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

After the date of filing of these covenants and conditions, no tree shall be permitted to grow to such a size that it substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any tree so impairs the view from another lot and to order the cutting back or, if necessary the removal of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot on which the tree is located.

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Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

All Construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

C-3. DWELLING QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one story open porches shall not be less than 1,350 square feet for a one story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall total not less than 1,800 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches shall total not less than 2,000 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 2,000 square feet with the above ground level being not less than 1,350 square feet, exclusive of garage and any one story open porches. If four feet or more of foundation is above finished grade, than the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line, and the total width of the two side yards shall not be less than 24 feet. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

(c) For the purpose 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 on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with. No lot or lots may be redivided for the purpose of creating any additional building sites.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. 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. The easement area of each lot 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.

C-7. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Neighborhood. No automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. PRIVATE RESIDENCE: MOVING STRUCTURES: Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises. No incomplete building shall be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee, in writing, and then only for reason beyond the control of the Committee.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

C-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and away from the public view.

C-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of McKinley M. Oswald, 7554 Brighton Point Drive, Salt Lake City, Utah; Hank Rothwell, 3750 Forest Hills Drive, Salt Lake City, Utah; and Ellis R. Ivory, 1737 Millcreek Circle, Salt Lake City, Utah. 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 shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

E-4. AMENDMENT. These covenants may be amended by the written acceptance of two-thirds (2/3) of the fee simple title owners.

IVORY AND COMPANY

By McKinley M Oswald

ATTEST:

D. Paul Gardiner

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 20th day of June, 1978, personally appeared before me McKinley M. Oswald and D. Paul Gardiner, who being by me duly sworn did say, each for himself, that he, the said McKinley M. Oswald, is the Executive Vice President, and he, the said D. Paul Gardiner, is the Secretary of Ivory and Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said McKinley M. Oswald and D. Paul Gardiner each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Phyllis Jumble
Notary Public

My Commission expires 1-18-81

My residence is Salt Lake

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