

BOOK M2 PAGE 107

Entry No. 101415

RECORDED AT THE REQUEST OF

C. H. Spaulding

July 26 AD 1965 at 9:21 o'clock A.M.

RESTRICTIVE COVENANTS

In Book M 2 of 1965 at Page 107-113

HIDDEN COVE

Standa J. Spriggs

Recorder, Summit County, Utah

Fee \$8.00

A Subdivision in Summit County, State of Utah

WHEREAS, Parleys Park Corporation, a Utah corporation, (hereinafter referred to as the "Corporation"), George D. Fehr, Trustee, and C. H. Spaulding, Trustee (all of whom are hereinafter collectively referred to as "Owners"), are the owners of the following described real property, (hereinafter referred to as the "Subdivision") situated in Summit County, State of Utah, to-wit:

All of Hidden Cove No. 1, a Subdivision of Summit County, according to the official plat thereof on file and of record in the office of the Recorder of Summit County, State of Utah

and,

WHEREAS, Owners have subdivided said land into residential lots and streets as designated in said plat of Hidden Cove No. 1, a Subdivision, officially recorded as above set forth, and desire to place restrictions against the title to said land,

NOW THEREFORE, the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land hereinabove described and the undersigned Owners of said land hereby declare that the above described land is to be held and conveyed subject to the following described restrictions, reservations, and requirements:

I

RESIDENTIAL LOTS

Each and every lot included and contained in the Subdivision shall be known and is hereby designated as a "Residential Lot," and, except as hereinafter provided, no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single family dwelling approved by the Subdivision Committee as to size and design together with a private garage for the storage of automobiles. In addition to the dwelling and garage as hereinabove permitted, there

may be erected, altered, placed or permitted to remain on such residential lots stables, corrals, barns, pens and other similar structures where the erection, size and design of each such structure is approved by the Subdivision Committee as hereinafter provided.

II

SUBDIVISION COMMITTEE

Initially, the Subdivision Committee shall consist of three persons. The persons comprising the initial Subdivision Committee shall be George D. Fehr, C. H. Spaulding and N. W. Glade. The Subdivision Committee shall have the sole power to increase or decrease its size and to fill vacancies in its membership. Any member of the Subdivision Committee may resign at any time. The Subdivision Committee shall establish minimum standards to which buildings and structures in the Subdivision must conform, and shall have complete power in its discretion to approve or reject any proposed structure or improvement upon any lot in the Subdivision, based upon compliance or non-compliance with said standards. The Subdivision Committee shall act in all matters by the majority vote of the members of the committee necessary to constitute a quorum. A quorum of the committee shall consist of half of the then members if there be an even number of members or a majority of the members if there be an odd number of members.

III

BUILDING SIZE, DESIGN AND PLACEMENT

No building shall be erected, placed or altered on any lot in the Subdivision until a complete set of the building plans, specifications and plot plan showing the location of such building on the lot have been approved in writing by the Subdivision Committee, including the conformity and harmony of external design with existing structures in the Subdivision, and the location of the building with respect to topography and furnished ground elevations. Buildings will be required to be of such size, design and cost, and to be so placed on a lot, as the Subdivision Committee may determine in applying the standards hereinabove referred to.

If the construction of any building or structure upon any lot shall require the removal of any conifer trees, the lot owner or owners shall, before removing, destroying or altering in any way such trees, receive the approval of the Subdivision Committee, it being the intent of the Owners and the desire of the lot owners to preserve so far as possible the existing conifer growth in the Subdivision.

STRUCTURES SPECIFICALLY PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in, upon, or about any of the lots in the Subdivision shall at any time be used as a residence, either temporary or permanent, and no structure of a temporary character shall at any time be used as a residence.

No structure shall be moved on to any lots in the Subdivision unless such structure has been previously approved in writing by the Subdivision Committee.

## V

TRADES AND OFFENSIVE USE

No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision or any part or portion thereof, nor shall anything be done thereon which is or may become an annoyance or nuisance to the occupants of other lots in the Subdivision. The Subdivision is not intended to be divided for, and shall not under any circumstances be used for, commercial purposes. Livestock, fowls, and other animals shall not be maintained on any lot or any portion thereof for commercial uses or purposes. This paragraph shall not restrict the use of lots in the Subdivision so as to prohibit the keeping and raising of livestock, fowl, or animals as pets, as a hobby or for the personal use of the owners and occupants of such lots. Under all circumstances, however, the housing of such livestock, fowls and other animals must be previously approved by the Subdivision Committee and must be so constructed that it will not be unsightly or unsafe to other residents of the Subdivision. The permissible number of such livestock, fowl and other animals to be kept by each lot owner may be regulated by the Subdivision Committee. No horse barns or other large structures for the housing of livestock, fowl or animals shall be erected or maintained on any lot in the Subdivision in relationship to dwellings existing on other lots closer than 100 feet to any such other dwelling.

## VI

SIGNS AND REFUSE

No signs, billboards or advertising structure may be erected or displayed on any of the lots in the Subdivision or on any part thereof, except that a single sign, no more than 3 x 5 feet in size, advertising a specific lot or house for

for sale or house for rent, may be displayed on the premises affected.

No trash, ashes, paper, or other refuse of any kind shall be thrown, dumped, left or permitted to remain on any lot or portion thereof in the Subdivision.

VII

SEWAGE, WATER AND UTILITIES

Until such time as a sanitary sewer system may be constructed to serve the Subdivision, an individual sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling, such installation to be made by and at the expense of the owner of the dwelling. The effluent from such systems shall not be permitted to discharge into any stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the said Utah State Department of Health. No outside privy, either temporary or permanent, shall be erected, used, or permitted to remain on any lot in the Subdivision.

Culinary or domestic water shall be obtained and supplied to each lot in the Subdivision by Parleys Park Corporation or the Hidden Cove Home Owners Association.

Any and all public utilities, including natural gas, electric power, and telephone communication, shall be used by the owners of lots in the Subdivision under the rules and regulations prescribed by the company furnishing the public utility when and as said public utility becomes available to each lot owner, it being understood that the Owners shall be under no duty to supply any of such public utilities.

Easements for the installation of transmission lines, or pipe and related facilities connected with said public utilities are and shall be as reflected in the subdivision plat as recorded with the Summit County Recorder.

VIII

MAINTENANCE OF STREETS

Each owner of one lot in the Subdivision shall become a shareholder (one share per lot) in a non-profit corporation organized under the laws of the State of Utah and known as Hidden Cove Owners Association. Hidden Cove Owners Association shall be solely responsible for the maintenance of all common streets in the Subdivision, including regrading,



surfacing, snow removal, and all other necessary streets work. The costs of such activities will be met by assessments levied upon the stockholders of Hidden Cove Owners Association. Each such assessment, when properly assessed, shall be and remain a lien upon the real property of such stockholder within the Subdivision, and upon the shares of such stockholder in Hidden Cove Owners Association.

IX

ANNEXATION OF ADDITIONAL PROPERTIES

It is acknowledged that Owners contemplate the subdivision of other lands in the vicinity of Hidden Cove No. 1. Restrictive Covenants substantially similar to these Restrictive Covenants will be filed in respect of such other lands when subdivided. Owners of lots in such other subdivisions shall become shareholders of Hidden Cove Owners Association on the same basis as owners of lots in Hidden Cove No. 1, and the Association shall perform service upon and/or for the benefit of the lands of all lot owners who are stockholders, including the Corporation, in the event such other lands are annexed to Hidden Cove No. 1 in the manner provided in the Articles of Incorporation of the Association, as the same may be amended from time to time.

X

RESTRICTIONS TO RUN WITH THE LAND

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in any lot in the Subdivision or any part thereof until 15 years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of 10 years unless by vote of the owners of the then majority of said lots it is agreed to change these covenants in whole or in part. These covenants, restrictions and requirements may be amended, modified or changed in any way at any time while in effect by a vote of the then owners of 3/4 of said lots.

XI

PENALTY FOR VIOLATION

If the parties now claiming any interest in lots in the Subdivision, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other lot or lots in the Subdivision, or for the

Owners, to initiate proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate such covenant or restriction and thereby either prohibit him from so doing or recover damages or seek other appropriate relief for such violation.

XII

SAVING CLAUSE

If any covenant, restriction or provision hereinabove set forth be declared invalid or unenforceable by a judgment or order of any court of competent jurisdiction or by other official decree, such action shall not affect in any way any of the other provisions hereof, which shall remain in full force and effect.

Dated this 25th day of June, 1965.

PARLEYS PARK CORPORATION

By N. W. Glade  
Its President

ATTEST:

H. Deworth Williams  
Secretary

George D. Fehr  
George D. Fehr, Trustee

C. H. Spaulding Trustee  
C. H. Spaulding, Trustee

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

On the 22nd day of July, 1965, personally appeared before me N. W. Glade and H. Deworth Williams, who being by me duly sworn did say, each for himself, that he, the said N. W. Glade, is the President, and he, the said H. Deworth Williams, is the Secretary, of Parleys Park Corporation, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation, by authority of resolution of its Board of Directors, and the said N. W. Glade and H. Deworth Williams each duly acknowledged to

me that the said corporation executed the same and that the seal affixed is the seal of said corporation.



*[Signature]*  
Notary Public

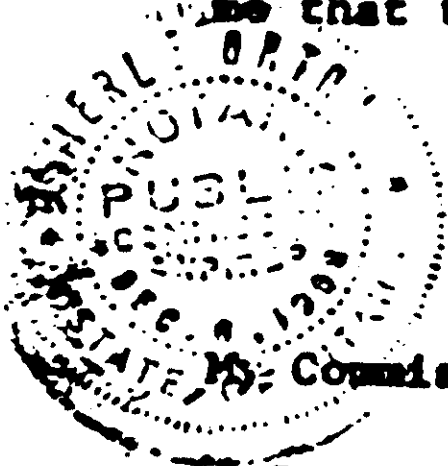
Residing at: Salt Lake City, Utah

My Commission Expires:

December 6, 1968

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

On the 22nd day of July, 1965, personally appeared before me GEORGE D. FEHR, Trustee, and C. H. SPAULDING, Trustee, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same as Trustees.



*[Signature]*  
Notary Public

Residing at: Salt Lake City, Utah

My Commission Expires:

December 6, 1968