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Jennifer Mascaro )  
10486 S Redwood Rd )  
South Jordan Utah 84095 )

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**“Hidden Acres Cove ”  
Salt Lake County, Utah**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS [hereinafter “Declaration”] is made and executed this 20th day of April, 2015, by CPZ HIDDEN ACRES, Utah Limited Liability Company, whose address is

\_\_\_\_\_.

This Declaration, and the rights, obligations, duties and encumbrances thereunder, shall apply to the following described real property (hereinafter “the Property” or “the Development”) and the owners thereof, situated in Salt Lake County, Utah, and more particularly described in Exhibit A.

**RECITALS**

CPZ HIDDEN ACRES LLC., a Utah Limited Liability Company, as owners of the property, desires to create and impose covenants, conditions, and restrictions affecting said property in order to develop a residential subdivision of distinctive and consistent character and to provide means by which such character may be safeguarded and protected.

**ARTICLE I.  
BINDING EFFECT OF DECLARATION**

A. Binding Effect.

1. CPZ HIDDEN ACRES LLC., a Utah Limited Liability Company, as Declarant, hereby declares that the Property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the covenants, conditions and restrictions set forth herein.

2. These covenants, conditions and restrictions shall run with the land and shall be binding on the Declarant, on the purchasers of Lots and Property in the Development, and on their heirs, successors and assigns.

3. These covenants, conditions and restrictions shall be for the benefit of and shall be enforceable by, and among, the Declarant and its successors, assigns, and grantees, who are or become Owners of Lots or Property in the Development.

4. These covenants, conditions and restrictions are: (a) declared and created for the direct and mutual and reciprocal benefit of each and every Lot in the Development, and (b) are mutual and equitable servitudes upon each of these Lots in favor of each other Lot in the Development and all of the property therein.

5. Declarant hereby grants, declares and creates reciprocal rights and obligations between the respective Owners of Lots in the Development and declares it one of the purposes of this Declaration to establish privity of contract and estate between the respective Owners of the Lots, their heirs, successors and assigns.

6. A person acquiring a Lot, property and/or interests therein shall, by their acquisition of such interests subsequent to the recordation of this Declaration, be deemed to have given their consent to and agreed to be bound by this Declaration and the covenants, conditions, and restrictions hereunder, including the obligation to pay the assessments and other charges imposed hereunder. In addition, but without limiting the foregoing, a person who records any document creating, conveying, describing, encumbering, or reflecting such interest shall be deemed to have irrevocably and perpetually agreed and consented to be bound by the covenants, conditions, and restrictions of this Declaration.

7. In the case of a conflict between this Declaration and the Development Agreement, the Development Agreement shall control.

**B. Declarant's Amendments, Withdrawals and Exemptions.**

1. Nothing in this Declaration is intended nor should be interpreted as requiring the Declarant to obtain approval for construction of any Structure or Improvement that the Declarant is required to provide under the Development Agreement. Neither this Declaration nor the conditions, covenants, and restrictions contained herein apply to Structure or Improvements that the Declarant is required to provide under the Development Agreement.

2. The Developer may withdraw from this Declaration any property within a Phase in which no Lots have been sold.

**ARTICLE II.  
DEFINITIONS**

The following definitions shall apply to this Declaration:

1. “Common Area” means the real property in the Development for common use by the Owners, and described as Open Space Common Area on the subdivision plat recorded with the Salt Lake County Recorder.
2. “Committee” means the Architectural and Building Committee created in Article III of the Declaration.
3. “Covenants, conditions and restrictions” means the covenants, conditions and restrictions found in this Declaration.
4. “Declarant” means CPZ HIDDEN ACRES LLC.
5. “Development” means certain Lots, Common Area, Common Facilities, infrastructure and real property which Salt Lake County/Riverton City has approved as a planned residential development consisting of 20 Residential Units and which is more particularly described in Exhibit A.
6. “Improvement” shall have the meaning provided in Article IV.
7. “Lot” means a lot in the Development as reflected on the subdivision plat recorded with the Salt Lake County Recorder and in which one or more lots have been sold.
8. “Lots in all Phases” shall mean lots included in the Development Agreement whether or not the County/City has authorized construction within the Phase and whether or not lots have been sold in the Phase. It does not include any portion of the Properties that the Developer withdraws from the Development pursuant to Article I of the Declaration.
9. “Submission” shall mean documents submitted to the Committee and described in Article IV B&C.
10. “Plans and Specifications” shall mean the plans and specifications for a Structure or Improvement submitted by an Owner to the Committee and/or approved by the Committee.
11. “Owner” means the record title owner of a Lot as reflected in the records of the Salt Lake County Recorder.
12. “Structure” shall have the meaning provided in Article IV.

16. “Architectural and Landscape Committee”(hereafter, “ALC” or “Committee”) shall mean and refer to the committee whose powers and authority are set forth throughout this Declaration and more specifically in Section 8 of this Declaration.

### **ARTICLE III. ARCHITECTURAL AND LANDSCAPE COMMITTEE**

1. Committee Appointment and Purpose. The Committee shall originally consist of three seats. For convenience and to facilitate scheduling, two appointed individuals may alternate for one seat. The initial Committee will be appointed by the Declarant, and will likely include practicing architects or design professionals who are not Owners. The Committee shall act by majority consent of the members of the Committee. The original members of the Committee shall be: Jake Satterfield, Justin Bates, Jennifer Mascaro. Notwithstanding anything to the contrary which may appear elsewhere herein, the number of Committee members shall be determined by the Declarant. The Committee members shall be appointed only by the Declarant or its successor, which, at its option, may temporarily delegate or forever assign such powers and responsibilities or other powers and responsibilities given to it by this Declaration to an assignee. Such assignment shall be in writing and until such assignment the assignee shall not possess any powers or responsibilities with respect to such Committee. No member of the Committee shall be liable to any person for decisions made or failure to act in making decisions as a member of said Committee.

2. Scope of Committee Responsibility. Any plans and specifications for the construction or addition of an Improvement upon a Lot within the Subdivision by the Owner thereof must be submitted to the Committee for approval at least thirty (30) days prior to commencing construction. No Improvement shall be commenced, erected, placed or meaningfully altered on any Lot until the plans, specifications and plot plans showing (a) the location on the Lot and nature of such proposed Improvement; (b) all drives, walkways, patios, barbecues, outbuildings, tennis or other sport courts and similar Improvements, the dimensions of all such improvements and distances between the proposed Improvement and the Lot boundaries and other Improvements on the Lot; (c) elevation of sewer as it relates to Residence elevation; (d) finish grading plans; (e) complete set of architectural documents; and (f) complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials, have been submitted to and specifically approved in writing by the Committee. In making its determination, the Committee will use the specific standards stated herein as guidelines, but final approval of the plan or any design element thereof, shall be at the sole discretion of the Committee. They may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures in the Subdivision, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area, and safety. Any subsequent changes, Improvements, or alterations in such plans must be submitted to the Committee for written approval. Some or all of the requirements of this Section may be waived by the Committee, in the Committee's sole discretion, upon request of the Owner, with respect to the Committee's consideration of the approval of a particular Improvement. The Committee expressly reserves the right to wholly reject plans which in its sole and exclusive judgment are determined to be inconsistent with the stated intent or explicit requirements of the

architectural design standards as stated in Article 3 of this Declaration. Approval of the Committee shall be sought in the following manner:

(a) Plans Submitted: Two (2) complete plans for the construction of any new Residence must be submitted to the Committee for review and approval. Preliminary plans may be submitted before the expense of final construction drawings is included. Plan must be sufficient to show the location on the Lot of the Residence and all other structures to be built with elevations of all buildings, illustrating the nature and location of windows, doors, roof pitches, decks and other exterior elements together with their materials and colors. A complete site plan or landscape plan must be submitted showing the location of all grading, including existing and proposed contours, driveways, walkways, patios, decks and other hard surfaced or irrigated areas, proposed plantings, and the means of restoring all disturbed areas within the first 90 days of construction beginning. In the case of an addition or modification to an existing Residence, the Committee may waive any of the foregoing requirements.

(b) Plan Review: Within Thirty (30) days from receipt of a complete submittal, the Committee will review the plans and make the determination as to whether the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Upon approval, the Committee and the Owner will each sign both copies of the plans, with one (1) plan being left with the Committee. An approval letter or an approval letter with specific modifications or conditions will be also given to the Owner from the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

(c) Acknowledgment by Owner: On a form approved by the Committee, the Owner shall execute and submit with the Plans and Specifications an acknowledgment agreeing and warranting:

- a. that he has read this Declaration, and that the Plans and Specifications comply with the Declaration's Architectural Restrictions and Design Criteria in Article V,
- b. that the completed Structure or Improvement will comply with the Plans, Specifications, and Declaration,
- c. that he will pay the Committee's costs of reviewing the Plans and Specifications, and
- d. that, in addition to any other remedy that they may have, he will pay any costs incurred by the Declarant, Association, Committee, or other Owners as a result of failure to build in accordance with this Declaration, the Plans and Specifications, including court costs and attorney's fees incurred by

the Declarant, Association, Committee, or other Owners in enforcing this Declaration.

(d) Plan Review Fee: The construction plan along with a colored rendering; submittal shall be accompanied by a Plan Review Fee of \$100.00 for each new Residence. In the case of multiple re-submissions for review of a single Residence, additional fees may be required.

(e) Written Record: The Committee shall maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for the period of time it deems to be reasonable.

(f) Failure to Act: If the Committee has not approved or rejected any submittal within thirty (30) days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3. Variances. Variances to the architectural design standards contained in this Declaration may only be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee. If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, said Improvement shall, in favor of purchaser and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by two or more member(s) of the Committee shall appear of record in the office of the County Recorder, or legal proceeding shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any Lot and/or Residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Lots or Residences, Upon approval of the Committee acting in accordance with the provision of this Declaration, it shall be conclusively presumed that the location and size of any Improvement does not violate the provisions of this Declaration.

4. Termination of Committee. Upon the first to occur of either (a) the completion of the construction of a Residence and the Landscaping upon each Lot, or (b) the date which shall be five (5) years from the date hereof, the Committee shall automatically cease to exist. Any and all rights, duties and/or responsibilities of the Committee shall at that time automatically become the rights, duties and/or responsibilities of Riverton City. (Whether or not incorporated) without the necessity of the filing of any amendment to this Declaration or any other action, unless otherwise extended by Declarant.

**ARTICLE IV.**  
**ARCHITECTURAL/ LANDSCAPE RESTRICTIONS & DESIGN CRITERIA**

1. Buildings Restricted to Single-family Residence, Garages and Outbuildings. Each Lot shall contain a private, detached, single-family residence. Appropriate outbuildings not intended for human habitation may, with Committee approval, be located upon the Lot. No other Structure or Improvement shall be erected, altered, placed upon or permitted to remain on any Lot, nor shall any dwelling be erected on any Lot for use other than as a private residence.
2. Residence design. Rambler Style structures shall consist of 2300 square feet of floor area on the main floor; two-story residences shall have not less than 3000 square feet above grade. All homes in the Hidden Acre Cove Subdivision will be at least 5000 square feet in size.
3. Roofs. No Structure or Improvement shall be more than thirty (35) feet in height, measured from the average natural grade. Roof slopes for residences shall be a minimum of 7/12 and a maximum of 12/12 in pitch. The following roof shapes are permitted: mansard, fake mansard, gambrel, joined shed roof or domed roof. The following materials are approved for roofs: tile, slate, cedar shake, cedar shingles, wood shingles or architectural grade asphalt shingles having at least a 30-year guarantee. A variance to the roof slope may be approved by the committee based on architecture and design.
4. Exterior materials. The exterior surface of all structures must be faced with the following materials: cedar, redwood, stone/rock, wood shingles, stucco and brick. All structures shall have a minimum of 55% stone/rock or brick on any exterior wall that fronts a street. On corner lots, the two street fronting areas must use 40% stone/rock or brick. **The use of natural earth tones conducive to the area will be encouraged.** Any other proposed building materials must be approved by the Committee, which can reject any other building material, in its discretion, for any reason. **No vinyl or aluminum siding will be allowed.** All Foundations shall be plastered or stucco.
5. Code requirements. Every residence shall conform to the Utah Uniform Building Code.
6. No oil or L.P. gas tanks. The primary heat source for all structures and improvements shall be solar, natural gas delivered by pipeline or electric heat. Except for temporary periods during construction of the structure, no heating oil, propane, butane, or other bulk fuel storage may be installed or utilized on the property.
7. Garage design. Each residence in the Development shall have an attached garage of no less than (3) bays (3 Car Garage). No more than two (2) car bays can face the road at the front of the house. No more than a three (3) car bays can be used in a row unless there is an architectural break approved by the ALC. Carports or other open storage will not be allowed. Detached garages or accessory buildings will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the ALC.

8. Driveways. Each garage shall be serviced by a driveway, constructed of concrete, asphalt or comparable materials and placed on properly compacted earth, of sufficient width to park two vehicles side-by-side. No dirt or gravel driveways or parking pads will be permitted. The driveway shall be completed prior to occupancy of the residence. The Owner shall be responsible for maintaining the driveway in reasonable repair. The driveway shall be constructed of sufficiently thick material to resist cracking and shall be installed in a manner to resist spalling and flaking in the driveway surface.

9. Carports. Carports are prohibited.

10. Landscaping. Notwithstanding anything herein to the contrary, property owners shall complete front yard landscaping of the property within 90 days after occupancy, weather permitting. Within 365 days from the date of moving in or completion of construction (whichever is later), property owners shall complete side and backyard landscaping of the property. The owner shall landscape all remaining land not occupied by a building structure including any park strip located between the curb and the sidewalk. Owners shall install an automatic sprinkling system. Additionally, all landscaping shall be consistent with Riverton City ordinances and is subject to the requirements described on the recorded plat and Subdivision Approval. All demolition, clearing, grubbing, stripping of soil, excavation, grading and compensation must be performed within the confines of Owner's Lot. Each Owner shall plant and maintain the required number of trees specified by Riverton City, in their respective park strip. Each owner shall be required to sod or seed grass in their respective park strip.

(a) The following trees, because of their undesirable characteristics, are prohibited in the subdivision:

| <u>Species Name</u>    | <u>Popular or Common Name</u> |
|------------------------|-------------------------------|
| Ailanthus Altissima    | Tree of Heaven                |
| Pelecanus Occidentalis | American Plane Tree           |
| Populus Acuminata      | Lace Leaf Poplar              |
| Populus Alba           | Silver Poplar                 |
| Populus Alba Balaena   | Balaena Poplar                |
| Populus Angustifolia   | Narrow-leaf Poplar            |
| Populus Deltoides      | Carolina Poplar               |
| Populus Fremontia      | Fremont's Poplar              |
| Populus Nigra italica  | Lombard Poplar                |
| Robinia Pseudoacacia   | Black Locust                  |
| Ulmus Pumila           | Siberian/Chinese Elm          |

(b) All grading and drainage of Lots shall be consistent with Riverton City Standards. Owners are responsible for the grading and or drainage of their Lot and they assume full responsibility for any and all damage incurred as a result of such.



(c) All landscaping shall comply with the Riverton City Ordinances and is subject to the requirements described on the recorded plat and the Conditions of Subdivision Approval. Trees, lawns, shrubs or other plantings provided by the Owner of each respective lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the ALC. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must; be performed in the confines of a lot. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced, All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be promptly pruned and trimmed.

(d) Trees, Shrubs and Bushes: Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree, monument, real or artificial, shall be planted or placed by an Owner or resident in, on or about any Lot in violation of this provision or in such a way as may cause a sight/safety hazard. The ALC may alter or remove any objects planted or placed in violation hereof, at the Owner's expense.

11. Satellite dishes and solar panels. Any satellite dishes must be located and screened in a matter approved in advance by the Committee so that they are not directly visible from any adjoining Lot at ground level. Solar panels will be permitted only with the consent of the Committee and if permitted at all, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which they are mounted.

12. Setbacks. Owners shall comply with the setbacks as approved by the City or County.

13. Fencing. Subject to the Committee's approval of a specific fence and location, the following shall govern fences within the Development:

(a) All fencing material must be approved by the ALC prior to installation. Fencing shall be uniform and will conform to the City and County fence requirements.

(b) Any fence that borders the Common Areas shall be 6 feet high and shall be of open design compatible with other fences bordering the Common Area. Solid sight obscuring fencing shall not be allowed on the borders of the Common Areas so that the Common Area may be visible to help eliminate any security concerns. Any owner may add mesh (to contain dogs) on the interior side. Any Owner may install privacy fencing on the borders of the Common Areas. Side yard fencing can be privacy type up to a point of 25 feet from the Common Area border.

(c) No chainlink or natural wood fencing allowed along property lines.

14. Excavation. No excavation for stone, gravel or earth shall be made on any Lot or property within the Development, unless such excavation is made in connection with the erection of a Structure or Improvement thereon and then only after Committee approval is first obtained.

15. Signs. No sign, billboards or advertising Structures shall be displayed on any of the Lots or property except for the name and address of the resident upon a mailbox. Temporary signs not exceeding 48 inches by 48 inches may be permitted to advertise the fact that a Lot or residence is for sale or as campaign or election issue signs during campaigns for government office or prior to votes on election issues. Such signs shall be removed after the sale or lease of property and immediately after the end of the election or vote. The Declarant may place a sign of unlimited size at one or more entrances to the Development, temporarily for sale or permanently identifying the Development.

16. Mailboxes. Mailboxes will be constructed out of rock or brick or matching materials of the home. All lot owners are required to contact the Post Office prior to construction of mailboxes in order to verify that the design adheres to current Post Office policies.

## **ARTICLE V. CONSTRUCTION**

### **A. Diligence.**

When the construction of any Structure or Improvement is begun, work thereon must be prosecuted diligently and it must be completed within one (1) year of commencement.

### **B. Rules Governing Construction Practices.**

During construction of a home, the Owner shall comply and shall ensure that the Owner's builder complies with the following:

1. Construction Vehicle. To the maximum extent possible, construction-related autos, trucks and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the Lot where construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstances may they be parked on the street overnight. Vehicles parked on the street for construction purposes must not impede, hinder or restrict the snow removal from the streets.

2. Use of Roads and Bond. The Owner and Owner's builder shall take all reasonable precautions to prevent damage to roads during construction, including without limitation, construction of a driveway from the road to the site of the residence. Mud, debris, gravel and similar materials deposited by construction or construction vehicles or equipment shall be cleaned from the roadways daily by the builder. If the Lot Owner or builder fails to comply with this provision, the Declarant or Association may clean the roads at the expense of the Lot Owner. The Owner shall be liable to Declarant for any damage to the roads, so long as Declarant has Ownership or is liable to Riverton City/Salt Lake County for upkeep and repair to the roads. Unless a bond is required by Riverton City/Salt Lake County for repairs, Owner shall

pay a deposit of \$1,000 to Declarant or the Association to guarantee against damage to the roads during construction, which deposit shall be returned to Owner upon satisfactory inspection by the Declarant, the Association or their designated representative after completion of construction.

3. Construction Noise. Unnecessary noise on construction sites, such as the operation of radios and tape players at loud volume, at which under normal atmospheric conditions cognizable spoken words or musical notes can be recognized at the property line, are prohibited.

## **ARTICLE VI. OWNER'S MAINTENANCE & USE OF LOT**

A. Maintenance. All Lots and the Structures and Improvements on them, including landscaping, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No owner shall permit his or her Lot, the Improvements or Structures to fall into disrepair.

B. Unsightliness. No unsightliness is permitted on any Lot or property. Unsightliness shall include, without limitation, (1) the open storage of any building materials (except during the construction of any Structure or Improvement), construction equipment, motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks, (except during periods of actual loading and unloading); (2) accumulation of lawn or tree clippings or trimmings; (3) accumulations of construction debris or waste, household refuse or garbage, except as stored in tight containers in an enclosure such as a garage; (4) accumulations of animal wastes; (5) lawn or garden furniture except during the season of use; (6) the storage or accumulation or any other material, vehicle or equipment on the Lot in a manner that is visible to the public view.

C. Nuisance. It shall be the responsibility of each owner and resident to prevent the creation or maintenance of a nuisance in, or about the Project. A nuisance includes but is not limited to the following:

1. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;
2. The storage of any item, property, substance or material or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses, or that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
3. Any conduct or condition that is noxious or offensive, including loitering, or that tends to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order, and particularly including persistent and noticeable noise in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m. Any graffiti shall be promptly removed from a Lot by the Owner.

4. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other residents, their guests or Invitees.
5. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

D. Vehicles. No vehicle, including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats, recreation vehicles, or automobiles shall be permitted to stand in the Development for more than (2) days unless the same are housed within the confines of an attached garage which completely covers and encloses said vehicle or behind fenced area located in the back corner of the lot. No construction or industrial type vehicle shall be stored or parked on any Lot or street in the Development except during the actual use for construction on a Lot, unless housed within the confines of an attached garage which completely covers and encloses said vehicle.

E. Street and Common Area Parking. Permanent parking on the Development's streets or common areas and overnight parking on the Development's project streets or common areas will not be allowed. Short term parking on the Development's streets can be accommodated within the proposed street section on one side of the street only.

F. Animals. Animal ownership must be in accordance with city guidelines.

G. Real and personal property. The Association may acquire real, personal and mixed property of all kinds for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that, after 75% of the Lots in all Phases have been sold, any acquisition or disposition of any real, personal or mixed property that has a value exceeding \$5,000 must be approved by vote of at least 51% of the votes of the Owners present in person or through proxy at a meeting duly called for that purpose.

H. Rules and Regulations.

1. The Association may make reasonable rules and regulations governing the use of the Lots, the Common Areas, Common Facilities, and all parts of the Development, which rules and regulations shall be consistent with the rights and duties established in this Declaration. These rules and regulations may include fines or penalties for violations.

2. The Association may take judicial action against any Owner or other person to enforce compliance with such rules and regulations, or to recover fines, penalties or damages for noncompliance therewith.

3. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees.

**ARTICLE VII.  
ENFORCEMENT**

1. Except for the provisions of Article X Assessments, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

2. Riverton City, on its own behalf or as representative of the Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

3. Failure of the Declarant, CPZHIDDEN ACRES COVE, or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

4. The prevailing party in any action in law or equity to enforce this Declaration shall be entitled to recovery their costs including attorney's fees.

**ARTICLE VIII.  
MISCELLANEOUS PROVISIONS**

1. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. Attorney's Fees. The prevailing party in any action to enforce, in law or equity, the terms of this Declaration will be entitled to recover their attorney's fees and costs.

3. Amendment. Until March 2013, this Declaration may be amended only by a written document signed by the Developer and duly recorded in the Office of the Riverton City/Salt Lake County Recorder. After that date, the Declaration may be amended by a vote of the Owners of a majority of the Lots in the Development.

4. Municipal Ordinances. The restrictions of this Declaration shall be in addition to and not in conflict with the zoning ordinances now in force in Salt Lake County, Utah.

5. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any lot in the Development is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his or her Lot, whether or not there is any reference to this Declaration in the instrument by which an individual acquires a Lot.

6. Notice to Owners. Any notice required to be given to the Owners shall be deemed given upon sending of the notice by first-class mail to the Owner's address shown on the Association's records or provided to the Association in writing by the Owner.

7. Limitations of Restrictions on Declarant. Declarant is undertaking the work of planning, developing and selling the property within the Development. The completion of that work and the sale or other disposal of the lots or parcels is essential to the establishment and welfare of the Development. In order that such work may be completed as rapidly as possible, nothing in this Declaration shall be understood and construed to:

- a. prevent Declarant, its contractors or subcontractors from doing, on the Property or any part thereof, whatever is reasonable or advisable in connection with the completion of such work; or
- b. prevent Declarant, or its representatives, from conducting on the Property its business of completing said work and establishing said property as a residential community and disposing of the property in lots or parcels by sale, lease or otherwise or from erecting, constructing or maintaining on any part of the Property such Structure as may be reasonably necessary to conducting such business; or
- c. Prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary and convenient for the sale, lease or disposition of lots.

In witness hereof the undersigned Declarant has caused this Declaration to be executed by its duly authorized member the day and year first above written.

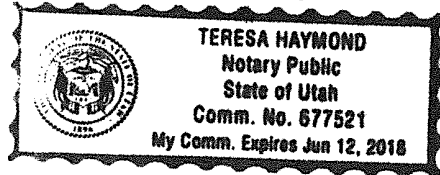
CPZ HIDDEN ACRES LLC  
A UTAH LIMITED LIABILITY COMPANY.

By: [Signature]  
GREG R. HELM  
MANAGER

STATE OF UTAH            )  
                                  )ss  
COUNTY OF Salt Lake    )

On the 11 day of June, 2015, Greg Helm personally appeared before me and, on his oath, acknowledged to me that he is the Manager \_\_\_\_\_, a Utah Limited Liability Company, and that the foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was signed pursuant to authority of the Operating Statement, for and in behalf of said corporation, which executed the same.

[Signature]  
Notary



## **Exhibit A**

Lot 1 through 20, HIDDEN ACRES COVE SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

Tax Parcel Nos. 32-27-476-001, 32-27-476-002, 32-27-476-003