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Recorded.....MAR 22 1974.....
Request of SECURITY TITLE COMPANY
Fee Paid, JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$1300 By *[Signature]* Deputy

PROTECTIVE COVENANTS FOR HI-COUNTRY ESTATES

Located in Salt Lake County, State of Utah,

Phase I, as shown by Plat recorded on the 17th

day of January, 1972, Reference: Book "KK"
of Plats, Pages 56, 57, 58 and 59.

KNOW ALL MEN BY THESE PRESENTS:

That the said owners of the heretofore described property, hereby subject said property to the following covenants, restrictions and conditions; and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their, and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions, as follows, to-wit:

SECURITY TITLE CO.
[Signature]

ARTICLE I

GENERAL RESTRICTIONS

1. Land Use and Building Type: The heretofore described property shall be designated as a single family residential lot, except that each lot may be divided one (1) time with the approval of the architectural control committee, and in accordance with Salt Lake County Zoning Regulations.

A single family residence is a dwelling for one family alone, within which no person may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the family and that they may be occupied and used

EVERETT E. DAHL
ATTORNEY AT LAW
760 EAST CENTER STREET
(SUITE 2)
MIDVALE, UTAH 84047

BOOK 3541 PAGE 68

only by persons who are employed by members of or are guests of said family.

No other buildings shall be erected, altered, placed, or permitted to remain on any lot, other than one barn to be used in stabling horses and a private garage for not more than three (3) cars.

2. Architectural Control: No building shall be erected, placed or altered on any lot nor any lot divided without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II, of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot without approval of the architectural control committee.

3. Building Location: No building shall be located on any lot nearer to the front line than fifty (50) feet therefrom, measured to the foundation of such building; nor nearer than fifty (50) feet to the rear lot line; nor nearer than fifty (50) feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purposes of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps, or open porches, to encroach upon another lot.

4. Easement: Easements for installation and maintenance of utilities and drainage facilities and roads are reserved as shown by the plat, labeled Exhibit "B", and attached to these covenants. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

There is reserved to electric power, gas, water and other public utilities the right to construct, maintain and operate along, upon and across

all present street, easements and roadways on said property.

5. 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.

6. Temporary and Other Structures: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other out-building shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

7. Signs: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee. No "For Sale" signs shall be displayed upon or about said property without approval of the architectural control committee.

8. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. Livestock-Poultry Agriculture: 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 and horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animal may be kept which

constitutes an annoyance or nuisance to the area. All animals shall be restricted to their owner's property.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot.

11. Water Supply: Whenever a residence is constructed on said property and there is a culinary water line available to serve said residence by being located in an adjoining street or road, the said property owner shall connect to and utilize the water services of said line. No other water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both the State Health Department and State Water Engineer.

12. Trees: No cutting of trees shall be permitted on the premises at any time, except for the sole purpose of making land available for improvements.

13. Landscaping: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefor have first been approved in writing by the architectural supervising committee.

14. Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

ARTICLE II

DURATION, ENFORCEMENT, AMENDMENT

1. Duration of Restrictions: All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property in Exhibit "B" and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until twenty-five (25) years, and shall as then in force be continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless, within six (6) months prior to 1992 or within the six months prior to the expiration of any successive twenty year period thereafter, a written agreement executed by the then record owners of more than three-fourths (3/4) in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Salt Lake County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement with not less than seventy per cent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust), duly executed and placed of record in the office of the County Recorder of Salt Lake County, Utah, provided, however, that no change of modification shall be made without the written consent duly executed and recorded of

BK 3541 PAGE 72

the owners of record of not less than two-third (2/3) in area of all lands which are a part of said property and which are held in private ownership within five hundred (500) feet in any direction from any direction from the exterior boundaries of the property concerning which a change of modification is sought to be made.

2. Enforcement: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein) in said property and they and each there of shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said restrictions, conditions and covenants shall be covenants running with the land and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. Violation Constitutes Nuisance: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by Grantor or its successors in interest and/or by any

lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. Construction and validity of Restrictions: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason, becomes unenforceable no other condition, covenant, or reservation or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. Right to Enforce: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor or any property owner, or their legal representatives, heirs, successors or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. Architectural Committee: The architectural committee which is vested with the powers described herein shall consist of three (3) persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee

9003541 74

shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required. When all lots in said tract have been sold by Grantor, said plans and specifications shall be approved by an architectural committee approved by a majority of owners of lots in the property herein described and only owners of said lots shall be privileged to vote for said architectural committee. The Grantor shall have the right to appoint members of the architectural committee until such time as all lots in the tract have been sold by the Grantor.

7. Assignment of Powers: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

8. Invalidity: It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 15th day of June, 1970.

HI-COUNTRY ESTATES

By 

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

I hereby certify that on the 15 day of June, 1970, D. KIETH SPENCER,

BOOK 3541 PAGE 75

personally appeared before me, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument and duly acknowledged to me that he executed the same.



My commission expires:

Sept 3, 1973

Erwin Hall
NOTARY PUBLIC

Residing at:

Midvale, Utah

AMENDMENT TO
PROTECTIVE COVENANTS FOR HI-COUNTRY ESTATES,
LOCATED IN SALT LAKE COUNTY, STATE OF UTAH,
PHASE I.

This Amendment of Protective Covenants for Hi-Country Estates, located in Salt Lake County, State of Utah, Phase I, by the undersigned, being record owners of more than three-fourths in area of the property located within Hi-Country Estates, hereinafter called the "Declarants";

WITNESSETH:

WHEREAS, Declarants executing this amendment are the owners of record of more than three-fourths in area of the Lots contained in Hi-Country Estates, located in Salt Lake County, State of Utah, Phase I.; and

WHEREAS, Declarants executing this amendment desire to amend the Protective Covenants by adding thereto the provisions hereinafter contained;

NOW, THEREFORE, Declarants executing this amendment hereby subject said property to the covenants, restrictions and conditions previously in affect, together with this amendment thereto, and the acceptance of any deed or conveyance thereof by the Grantee or Grantees therein and their, and each of their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the declarants and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to such covenants, restrictions and conditions, with the following amendment, as follows, to-wit:

ARTICLE III.
HOMEOWNERS ASSOCIATION AND MAINTENANCE OF COMMON AREAS

1. Homeowners Association. Hi-Country Estates, Inc., will form or cause to be formed a non-profit corporation or association for the purpose of maintaining and providing for the common areas, including roads and streets, and each lot owner or owners will be members of such association. Persons or entities purchasing a lot under a contract shall be deemed the owner of such lot for the purpose of membership in the association.

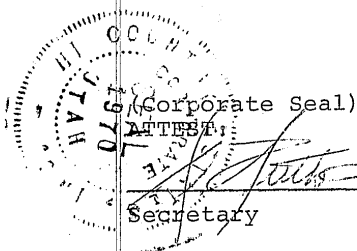
2. Assessment for Maintenance of Road, Street and Other Public Services. Each Grantee and lot owner for himself, his heirs, executors, and assigns, covenants and agrees to pay annually his pro-rata share of the cost to maintain the roads, streets and common areas, including, but not limited to, the common areas set aside for the delivery and pickup of mail, the pickup of children for school by school buses and other vehicles, and an area for garbage collection. Grantee's assessment in this regard shall be paid promptly when the same becomes due as provided in the By-Laws of the Homeowners Association, and of the Grantees failure to pay same promptly when due shall constitute a lien upon the owners'

premises and the same may be enforced in equity or at law as in the case of any lien foreclosure. Such annual assessment shall not commence until January 1, 1973, and the first assessment shall be in the amount of \$85,00 per lot owned, said amount to be placed in an account and to be used exclusively by the Homeowners Association for the purposes hereinabove mentioned, and for such other services as are deemed important to the development and preservation of an attractive community and to further maintain the privacy and general safety of the residential communities located in Hi-Country Estates. From and after January 1, 1974, the annual payment may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Homeowners Association is obligated to provide maintenance and all other services stated above only to the extent that such maintenance and services can be provided with the proceeds of such annual payments. The foregoing annual fee may be increased by an amount greater than five (5) percent of the maximum authorized payment for the previous year, by the written consent of a majority of the lot owners. At such time as any public body shall undertake to maintain the roads and streets and provide the other services contemplated herein, this covenant shall cease, terminate, and be held for naught.

3. Extentions of Roads and Common Areas. Hi-Country Estates, Inc., reserves the right to extend the road system into property adjoining Hi-Country Estates, and to plat additional subdivision areas which would be an extension of the road system and common areas as contemplated herein. Should such extension take effect, the lot owners within the adjoining subdivisions shall be required to become members of the Homeowners Association as contemplated herein and to pay their pro-rata share of the cost.

4. Effect of Amendment. Each and every other restriction and covenant contained in the Protective Covenants are hereby reaffirmed as hereinabove modified and amended.

DATED this 6th day of April, 1973.



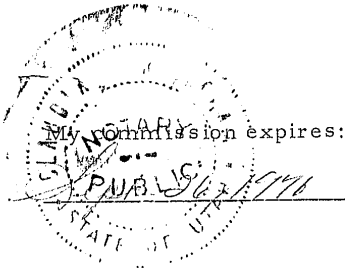
HI-COUNTRY ESTATES, INC.

By: *Martha C. Lueders*
President

BOOK 3541 PAGE 78

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

On the 14 day of April, 1973, personally appeared before me CHARLES E. LEWTON and D. KIETH SPENCER who being by me duly sworn did say, each for himself, that he the said Charles E. Lewton is the president and he, the said D. Kieth Spencer is the secretary of HI-COUNTRY ESTATES, INC, 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 Charles E. Lewton and D. Kieth Spencer each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Claudia Birmingham
NOTARY PUBLIC

Residing at:

Shady, House