



W2978805

EH 2978805 PG 1 OF 12
LEANN H KILTS, WEBER COUNTY RECORDER
08-MAY-19 11:26 AM FEE \$65.00 DEP JKC
REC FOR: HIDDEN HOLLOW HOA

**RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
HIDDEN HOLLOW P.R.U.D AND PHASE 2 EXPANSION**

THIS DECLARATION, made on the date hereinafter set forth by WINDRUFF
CONSTRUCTION COMPANY hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the undersigned is the declarant under CC&Rs recorded 5/12/15 as
entry 2735267 affecting certain property in West Haven City, County of Weber, State of
Utah, which is more particularly described as:

**PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6
NORTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,
DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF
2550 SOUTH STREET, SAID POINT BEING S89°36'10"E ALONG THE
SECTION LINE 1090.98 FEET FROM THE NORTH QUARTER CORNER OF
SAID SECTION 35; THENCE ALONG SAID RIGHT OF WAY S89°36'10"E
60.00 FEET; THENCE S00°53'01"W 994.19 FEET TO AN EXISTING FENCE
LINE; THENCE ALONG SAID FENCE LINE N89°25'04"W 357.29 FEET TO
THE INTERSECTION WITH A SECOND FENCE; THENCE ALONG THE
SECOND FENCE, N00°46'18"E 553.40 FEET TO A THIRD FENCE; THENCE
ALONG SAID FENCE LINE S89°42'03"E 109.18 FEET; THENCE S00°53'01"W
10 FEET; THENCE S89°25'54"E 189.20 FEET TO AN EXISTING FENCE LINE;
THENCE ALONG SAID FENCE LINE N00°53'01"E 450.00 FEET TO THE
POINT OF BEGINNING.**

**BEING ALL OF HIDDEN HOLLOW P.R.U.D TAX ID NUMBERS 15-574-0001
THROUGH 0024.**

CONTAINING 227,710 SQUARE FEET OR 5.113 ACRES

AND

**PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6
NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 2550
SOUTH STREET, SAID POINT BEING S89°36'10"E ALONG THE NORTH
LINE OF SAID SECTION 35, 283.50 FEET AND S00°23'38"W 33.00 FEET
FROM A FOUND BRASS CAP MONUMENT AT THE NORTH QUARTER**

**CORNER OF SAID SECTION 35; AND RUNNING THENCE S89°36'1 0"E
ALONG SAID SOUTHERLY RIGHT-OF-WAY, 59.69 FEET; THENCE**

**S00°59'49"W 146.68 FEET; THENCE N89°36'04"W 5.79 FEET; THENCE S01
'02'09"W 130.81 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT
WITH AN ARC LENGTH OF 25.31 FEET, A RADIUS OF 16.00 FEET, A
CHORD BEARING OF S44°17'02"E, AND A CHORD LENGTH OF 22.75
FEET; THENCE S89°36'14"E 69.95 FEET; THENCE N00°57'18"E 1 0D.0D
FEET; THENCE S89°36'14"E 70.00 FEET; THENCE S00°57'18"W 103.33
FEET; THENCE S89°36'09"E 149.89 FEET; THENCE S00°59'50"W 258.90
FEET; THENCE S89°10'39"E 150.39 FEET TO THE WESTERLY RIGHT-OF-
WAY LINE OF 2185 WEST STREET, SAID POINT ALSO BEING THE WEST
LINE OF HIDDEN HOLLOW P.R.U.D.; THENCE S0045'18"W ALONG SAID
WESTERLY RIGHT-OF-WAY 403.08 FEET • TO THE SOUTHWEST CORNER
OF LOT 24, HIDDEN HOLLOW P.R.U.D.; THENCE N89°35'02"W 151.98
FEET; THENCE S00°59'53"W 163.20 FEET; THENCE N89°32'26"W 237.47
FEET; THENCE N00°59'50"E 796.32 FEET; THENCE N89°36' 14"W 122.66
FEET; THENCE N00°59'50"E 60.00 FEET; THENCE N89°36'1 0"W 150.00
FEET; THENCE**

**N00°59'50"E 133.34 FEET; THENCE S89°36'04"E 150.22 FEET; THENCE
N01°02'09"E 133.34 FEET TO THE POINT OF BEGINNING.**

**BEING ALL OF HIDDEN HOLLOW P.R.U.D PHASE 2 TAX ID NUMBERS 15-
656-0001 THROUGH 0034.**

CONTAINING 305,311 SQUARE FEET OR 7.009 ACRES

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value of desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to HIDDEN HOLLOW HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

- (a) All **PRIVATE** roads as platted on the map.
- (b) All of the detention basin.
- (c) All **CULINARY** water lines within the subdivision
- (d) All drainage easements, dams, flood easements and rights of way or easements as may be necessary for water, shall be common areas.
- (e) All other part of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WINDRUFF CONSTRUCTION COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be three hundred dollars (\$300.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of each class of members who have voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under 3 or 4, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform-Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that until a unit has been both fully improved with all utilities installed and occupied for the first time as a residence.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in the lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or form the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Each home must have a minimum two (2) car garage, and the exterior wall covering must be at least seventy percent (70%) brick. No home shall be less than 1200 square feet. All homes will be allowed to have a maximum 10x12 shed and may install a patio cover approved by the board of directors. No building, wall, dog run, or other structure except a patio, awning, or storage shed shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to

and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, or the Board of Directors of the Association, or by an Architectural committee composed of three (3) or more representatives appointed by the Board. Failure of the Board or committee to act within 30 days after submission shall be deemed to constitute approval by the Association.

Section 2. The Association will be responsible for maintenance of all perimeter fencing around the subdivision. Each Owner will responsible for maintenance of their individual fencing on their lot.

ARTICLE VI USE RESTRICTIONS

Section 1. All units in the tract and in such property as may be annexed thereto shall be known and described as single family residential units and shall be used for no purpose other than single family residential purposes.

Section 2. There shall be no obstructions of the common areas by the owners, their tenants; guests or invitees without the prior written consent of the Board of Directors. The Board of Directors may by rules and regulations, prohibit or limit the use of the common areas as may be reasonable, necessary for protecting the interests of all the owners, or protecting the units or the common areas. Nothing shall be altered on, constructed in, or removed from, the common areas except upon the prior written consent of the Board of Directors.

Section 3. Nothing shall be done or kept in any unit or in the common areas or any part thereof, which would result in the cancellation of the insurance on the project or any part thereof or increase the rate of the insurance on the project or any part hereof over what the Board of Directors would pay for such activity without the prior written consent of the Board of Directions. Nothing shall be done or kept in any unit or in the common areas or in any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any government body. No damage to, or waste or, the common areas or any part thereof, shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Board of Directors and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances, be deemed to be an invitee of any other owner. No noxious, destructive or offensive activity shall be carried on in any unit or in the common areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

Section 4. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any Lot, except One sign for each building site, or not more than eighteen (18) inches by twenty four (24) inches, advertising the property for

sale or rent except signs used by the Declarant, its successors or assigns, to advertise the property during the construction and sales period. Section 5. No noxious or offensive trade or activity shall be carried on in any unit or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

Section 5. No noxious or offensive trade or activity shall be carried on in any unit or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

Section 6. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other out building shall be used in connection with any unit at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the project, unless placed on a designated off-street parking area.

Section 7. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept in or around any unit or the common area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any units subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred, or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided however, that the Association (or the architectural committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other owner. Animals belonging to owners, occupants or their licensees, tenants or invitees within the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the properties) or person designated by Declarant to do so, or the Board of Directors, to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portion of the common area.

Section 8. No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any unit or common areas unless screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.

Section 9. No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained except those that are approved by the Architectural control committee. The Committee may allow such as are compatible with its architectural plans, and total development of the project.

Section 10. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the units or in said tract unless and until the same have been approved in writing by the Architectural Committee of the Association.

Section 11. All exterior colors of the project shall be earth tone in nature. Future maintenance, upkeep, etc. shall be of the same type, quality and color.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding any provision of this Declaration to the contrary, **West Haven City** shall have the right, but not the obligation, to initiate litigation or arbitration against any owner or entity who is or may be subject to the requirements of the Declaration, to enforce any of the terms of this Declaration when, in the City's sole judgment, such action is necessary.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members. Hidden Hollow P.R.U.D Subdivision may be annexed by the Declarant without the consent of members within 5 years of the date of this instrument.

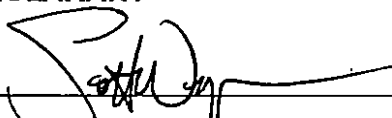
Section 5. Maintenance. Each owner of a Lot and/or home shall be charged with the responsibility of maintenance and upkeep of same. Each home and/or Lot will be maintained in a manner acceptable to the Architectural Committee and the Homeowners Association at all times. Each Lot is equipped with metered secondary water supplied by Weber Basin Water. Maintenance of the pressurized irrigation system from the meter to the valve boxes and entire sprinkler system on Lot is the responsibility of the Owner.

Section 6. Creation of Maintenance Lien. In the event that a home and/or Lot is not maintained in an acceptable manner, as determined by the Architectural Committee and/or Homeowner's Association, the Committee or Association shall contact the owner (by certified mail) stating the nature(s) of the maintenance in question and allowing a reasonable time for correction. In the event that maintenance corrections are not satisfactorily completed within the reasonable time period allowed, the Committee or the Association may contract for the work to be completed and pay for such work. The Committee or Association shall file a lien on said property and provisions of Article IV, Section 8 and Section 9 of this Declaration shall apply.

Section 7. Easements for City and County Use. In addition to the foregoing easements over the Common Area, there shall be, and Declarant hereby reserves the covenants for itself and all future Owners, within HIDDEN HOLLOW P.R.U.D., easements for city, county and federal Public services, including but not limited to, the right of the police to enter upon any part of the Common Area for the purpose of enforcing the laws. Cities shall also have the easement and right-of-way on the Common Areas and facilities for the purpose of repairing and replacing facilities therein and thereon at its option in the event the Owners Association fails and neglects to do so and to have a lien therefor to guarantee replacement of the costs thereof against all Lots in the Properties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of February, 2019

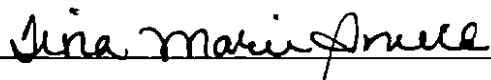
**WINDRUFF CONSTRUCTION COMPANY
DECLARANT**



Scott C. Wynn, President

State of Utah)
 :SS
County of Weber)

On the 14th day of February, 2019, personally appeared before me, Scott C. Wynn, who being duly sworn did say that he the said Scott C Wynn, is the President of WINDRUFF CONSTRUCTION COMPANY, and that the forgoing instrument was signed on behalf of said corporation by the Authority of a Resolutions of its Board of Directors, and the said Scott C. Wynn acknowledged to me that said corporation executed the same.



Notary Public

Residing at: 200 North Washington, Ogden, UT, 84404

My Commission Expires: 7/30/2019



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of February, 2019

HIDDEN HOLLOW HOME OWNERS ASSOCIATION

Monica J. Schwenk

Monica Schwenk, President

State of Utah)

:SS

County of Weber)

On the 14th day of February, 2019, personally appeared before me, Monica Schwenk, who being duly sworn did say that she the said Monica Schwenk, is the President of HIDDEN HOLLOW HOME OWNER'S ASSOCIATION, and that the forgoing instrument was signed on behalf of said LLC by the Authority of a Resolutions of its Board of Directors, and the said Monica Schwenk acknowledged to me that said corporation executed the same.

Tina Marie Smith

Notary Public

Residing at: 200 N. Washington, Ogden, UT 84404

My Commission Expires: 7/30/2019

