

3516064

P R O T E C T I V E C O V E N A N T S

(Second Revised, Supercedes Original and Corrected Protective Covenants)
dated July 31, 1973

For Hi-Country Estates, Phase II, Located

In Salt Lake County, State of Utah

(See Attached Revised Exhibit "A")

KNOW ALL MEN BY THESE PRESENTS:

That the owners of the herein 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:

ARTICLE I

GENERAL RESTRICTIONS

1. Land Use and Building Type: The herein described property shall be designated as a single family residential lot. Such designation shall not be construed as prohibiting the agricultural use of the property.

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. Each residence constructed within Hi-Country Estates Phase II must have a minimum of 1200 square feet of living area on the ground floor. Exposed concrete must be finished.

Any lot may be re-subdivided to a five-acre minimum lot when approved by the Architectural Control Committee and when in conformance with existing County regulations. Responsibility for compliance with any County regulations rests solely with the owner of the lot.

No other buildings shall be erected, altered, placed or permitted to remain on any lot, other than one barn and a private garage, except that in areas designated for trailer use a small storage building shall be permitted.

There should be a minimum of a two-stall garage on the property. All boats, snowmobiles, motorcycles and other such forms of recreational vehicles will be stored in a garage or permanent outbuilding. The design and placement of such a storage facility is subject to approval of the Architectural Control Committee.

2. Architectural Control: No building or trailer shall be erected, placed or altered on any lot without the approval by the Architectural Control Committee and compliance with the provisions of Article III, Section 6 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: Any building location must be approved by the Architectural Control Committee. There should be a minimum of 75 feet set back from the frontage road. In case of a corner lot, the minimum set back should be 75 feet by 50 feet. Waiver of this requirement is subject to ACC approval based on the topography of the lot.

4. Easements: Easements for installation and maintenance of utilities and drainage facilities and roads are reserved as shown by the plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which

a public authority or utility company is responsible.

There is to be reserved easements for electric power, gas, water or for any other utility, public or otherwise, the right to construct, maintain and operate along, upon and across all present or future streets, easements and roadways on said property. Developers may request other easements not heretofore mentioned, and they shall be so granted by any present or future owner of the property, provided that they shall not unduly harm the owner's 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 or development.

Snowmobiles and motorcycles may be used on the owner's property and the common roads so long as proper noise control is used and they do not constitute a nuisance to the other owners. They may not be used on other owners property.

No trash shall be burned on the premises except in approved incinerators located indoors or within a service yard. No garbage shall be burned. Garbage shall be placed in covered containers, said containers to be concealed from public view by an attractive enclosure.

6. Temporary and Other Structures: There shall be no permanent mobile homes placed on the property. The ACC will grant on request permission to place a temporary trailer on the property during the period of construction. This permit will be for a six-month period. One extension may be granted by the ACC.

No old or second-hand structures shall be moved onto any of said lots.

All buildings, permanent or temporary, shall be of good quality and design, and shall be completed with good 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.

In the event of a lot or home being placed on the market for sale or rent one for sale or for rent sign shall be allowed per lot or home. Additional signs shall be permitted for open house provided that they are placed the day of the open house and removed at the end of the open house period, not to exceed seven days.

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. Trade or Commercial Activities: No trade or commercial activity of any kind shall be carried on upon any lot, unless approved by the Architectural Control Committee and unless such activity creates no visual or aesthetic nuisance and does not violate Article I, Section 5 of these Covenants, in the judgment of the Homeowner's Association.

10. Garbage and Refuse Disposal: All garbage and refuse must be disposed of in the designated garbage disposal area. If such garbage disposal area is now or ever erected by the Developers, said area shall be maintained by the Homeowner's Association.

11. Livestock-Poultry-Agriculture: Animals raised on the property for use by the owners of the property are permitted so long as they do not constitute a nuisance (See Article I, Section 5) and do not constitute a major source of income to the property owner. Any animals to be kept outside shall be housed and managed, based upon a plan for such housing and management, which shall have had prior Architectural Control Committee approval.

12. Utilities, Water, Electricity, Gas: The development, implementation, utilization and extension of all utility services rests with the individual property owner, and must conform to all Salt Lake County and Utah State regulations relating to those services.

13. Natural Vegetation and Trees: Natural vegetation is to be left undisturbed as far as it is practical on each lot, except for providing access to the property or for making the property available for improvements. The foregoing shall not be construed as prohibiting a property owner from removing any trees or other vegetation which he has himself planted.

14. Water Butane, Propane or Storage Tanks: All storage tanks must conform to State regulations, and must be located and screened as far as practicable, so as not to detract from the appearance of the lot or neighboring lots. Any plan for a storage facility shall be approved by the Architectural Control Committee prior to the construction or erection of such facility.

15. Fences: All plans for frontage fences must be submitted to the Architectural Control Committee for approval. All fences must be limited to a height of five feet. Exceptions may be granted by the ACC on request provided that the extra height can be justified.

For the protection of wildlife, new barbed wire fences or fences with a barbed wire strand on top will be prohibited (existing barbed wire fences can be retained until such time as they must be moved or replaced).

To leave corridors for deer and other wildlife, boundary-to-boundary fencing is discouraged. In order to maintain a rural character in the development, chain link fencing is prohibited as frontage fencing and more than 75 feet from the residence.

16. Diligence in Building: Construction of the building will be accomplished in a timely manner; with outside construction (that portion visible from outside of the building) completed in not more than one (1) year.

17. Covenants Binding on Subsequent Owners: All the reservations and restrictions here set forth are made for the benefit of each and every subsequent owner of any portion of the land in said development or interest therein; and shall inure to and bind all subsequent owners thereof.

18. Fire, Casualty or Destruction: In the event that a structure is destroyed, wholly or partially, by fire, or by other casualty, said structure shall within a reasonable time be properly rebuilt or repaired to conform to this declaration, or, upon the election of the owner of the property, all the remaining structures, including the foundations thereof and all debris, shall be removed from the lot as soon as is practicable.

19. Roads: All roads, road maintenance and snow removal shall be under the jurisdiction of the Homeowner's Association.

20. Adequate drainage structures (culverts, irish crossings, etc.) must be completed by the property owner at the point where the driveways enter the main roadways prior to starting construction.

21. Damage to main roadways, drainages, culverts and utilities during the construction period is the responsibility of the property owner and must be satisfactorily repaired at the owners expense immediately.

ARTICLE II

HOMEOWNER'S ASSOCIATION AND MAINTENANCE OF COMMON AREAS

1. Homeowner's 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 Homeowner's Association, and the Grantee's failure to pay same promptly when due shall constitute a lien upon the owner's 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 the ___ day of _____, 19___, and the first assessment shall be in the amount of \$_____ per lot owned, said amount to be placed in an account and to be used exclusively by the Homeowner's 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 the ___ day of _____, 19___, the annual payment may be increased each year up to five percent (5%) of the maximum authorized payment for the previous year. The Homeowner's 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 percent (5%) 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. Extensions 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 Homeowner's Association as contemplated herein and to pay their pro-rata share of the cost.

ARTICLE III

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 "A" and the owners thereof, subject to the right of change or modification provided for below, until twenty-five (25) years, and shall be then in force continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation, unless, within the six (6) months prior to 19____ or within the six (6) 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 percent (70%) of the then owners of record title of said property (including the mortgages 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 or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds (2/3) in the 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 or 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 thereof 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 representative, 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 Control Committee: The Architectural Control 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 Control Committee two (2) 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 Control Committee 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 tracts have been sold by Grantor, said plans and specifications shall be approved by an Architectural Control 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 Control Committee. The Grantor shall have the right to appoint members of the Architectural Control Committee until such times 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 successors 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 said covenant, condition or restriction.

REVISED EXHIBIT "A"

The following property in T4S, R2W, S. L. B. & M: The SW 1/4 of the SW 1/4 of Section 4; and all of the East 1/2 of Section 8; and all of Section 9, except the NE 1/4 of the NE 1/4; and all of Section 16; and the NE 1/4 of Section 17; and the NE 1/4 of the SE 1/4 of Section 20; and the SE 1/4 of the NE 1/4 of Section 20; and the North 1/2 of Section 21; and Lot 6 of the NW 1/4 of the SW 1/4 of Section 21; and the NE 1/4 of the SW 1/4 of Section 21; and the NW 1/4 of the SE 1/4 of Section 21. Containing 2,152 acres more or less.

Less the following described tract of land owned by the Herriman Pipeline Company:

Beginning at a point which is South 1333.95 feet and East 1879.05 feet from the West 1/4 corner of Section 16; thence N 16°53'00" E, 554.23 feet, thence N 40°09'41" E, 734.18 feet; thence S 40°00'00" E, 1117 feet; thence S 21°40'00" E, 1487.06 feet; thence N 88°28'38" W, 1100 feet to a point on a 500 foot radius curve to the right (radius point bears N 70°49'42" W); thence SW lg. along said curve an arc distance of 329.85 feet (delta angle = 37°47'52"); thence S 56°58'10" W, 200 feet; thence N 58°28'27" W, 966.27 feet; thence N 34°04'00" W, 727.36 feet; thence N 55°39'35" E, 289.47 feet; thence N 31°32'29" E, 198.35 feet; thence N 84°51'00" E 455.67 feet to the point of beginning. Containing 82.32 acres.

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KATIE L. JOHNSON
REGISTERED
SALT LAKE COUNTY

SEP 10 12 55 PM '80

REQ OF SEP

*Regulation Dept
Cecilia Pope*

*Hi - Country Get Phase II
Herriman Road*

*9595 So 1700 East
Sandy. 84092*