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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
WESTERN STATES TITLE  
REC BY: JEOD BOGENSCHUTZ, DEPUTY

SECOND SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT  
FOR PHASE 3

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT for PHASE 3, made this 26<sup>th</sup> day of April, 1988 is by SHEFFIELD, LTD., A Utah limited partnership with its principal place of business at 11725 Shady Oak Lane, Sandy City, Utah 84092, hereinafter referred to as "Declarant".

Witnesses:

WHEREAS, Declarant's sister company, Big Willow, Inc., a Utah Corporation, formerly developed Hidden Oaks Planned Unit Development Phase I in the City of Sandy, County of Salt Lake, State of Utah, the plat of Phase I thereof being recorded in book "85-9" of Plats at page 162 of the Official Records of the Salt Lake County Recorder;

WHEREAS, Big Willow, Inc., was the owner and developer of Hidden Oaks Planned Unit Development Phase II, City of Sandy, County of Salt Lake, State of Utah, the plat thereof being recorded in Book "87-3" of Plats at Page 27 Entry No. 4427751 of the Official Records of the Salt Lake County Recorder;

WHEREAS, Big Willow, Inc., created and recorded DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT establishing rights and easements of use and enjoyment of the lots and in and to the common areas described on September 30, 1985, as Entry No. 4143787 of the Official Records of the Salt Lake County Recorder;

WHEREAS, Big Willow, Inc., created and recorded SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED COMMUNITY FOR PHASE II dated MARCH 31, 1987 Supplementing the DECLARATION referred to above and establishing additional rights and easements of use and enjoyment of the lots in and to the common areas for both HIDDEN OAKS P.U.D. PHASE I AND II which was recorded on April 2, 1987 as Entry No. 4429505 of the official records;

WHEREAS, Article 10 of that DECLARATION referred to above provides for the expansion of HIDDEN OAKS PLANNED UNIT DEVELOPMENT by way of a new plat for additional land;

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RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT by execution and recording hereof, and by recording a plat in the official records of the Salt Lake County Recorder for PHASE 3;

WHEREAS, Declarant is the legal titled owner of the additional property within HIDDEN OAKS PHASE 3 PLANNED UNIT DEVELOPMENT, and the assignee of developing HIDDEN OAKS Additional Land from BIG WILLOW, INC.

NOW, THEREFORE, Declarant hereby declares that all of the following property described below shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, conditions and liens set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT AS SUPPLEMENTED for Phase II and as supplemented herein, which are for the purposes of protecting the value and 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:

#### BOUNDARY DESCRIPTION

Beginning at the Southwest corner of Section 22, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89° 55' 57" West along section line 394.995 feet; thence North 38° 26' 53" East 291.865 feet; thence North 225.40 feet; thence South 89° 53' 47" East 210.00 feet; thence North 0° 26' 35" West along section line 100.00 feet; thence North 67° 12' 24" East 281.096 feet; thence South 89° 43' 25" East 414.177 feet to a point on the arc of a 1636.513 foot radius curve, the center of which bears North 64° 44' 14" East; thence Southeasterly along said curve through a central angle of 1° 44' 14" a distance of 49.62 feet; thence South 27° 00' 00" East 696.963 feet to section line; thence North 89° 44' 22" West along section line 59.622 feet; thence North 27° 00' 00" West 147.690 feet to a point on the arc of a 25.0 foot radius curve, the center of which bears South 63° 00' 00" West; thence Northwesterly along said curve, through a central angle of 90° 00' 00" a distance of 39.27 feet to a point on the arc of a 301.180 foot radius curve, the center of which bears North 27° 00' 00" West; thence Southwesterly along said curve, through a central angle of 30° 00' 00", a distance of 157.698 feet; thence North 87° 00' 00" West 46.890 feet; thence South 111.194 feet to section line; thence North 89° 44' 22" West along section line 647.688 feet to the point of beginning. Contains 14.423 acres.

(continued on next page)

Less and excepting parcel "A" more particularly described as follows:

Beginning at a point that is South 89° 44' 22" East along

Less and excepting parcel "A" more particularly described as follows:

Beginning at a point that is South 89° 44' 22" East along section line 1007.309 feet and North 27° 00' 00" West 263.00 feet and South 63° 00' 00" West 63.00 feet from the Southwest corner of section 22, T.3 S., R.1 E., S.L.B. & M.; thence North 27° 00' 00" West 87.00 feet; thence South 63° 00' 00" West 49.838 feet; thence North 87° 00' 00" West 87.841 feet; thence South 120.00 feet; thence South 87° 00' 00" East 27.480 feet to a point on the arc of a 263.180 foot radius curve, the center of which bears North 3° 00' 00" East; thence Northeasterly along said curve, through a central angle of 30° 00' 00"; a distance of 137.801 feet to a point on the arc of a 25.00 foot radius curve, the center of which bears North 27° 00' 00" West; thence Northwesterly along said curve, through a central angle of 90° 00' 00", a distance of 39.270 feet to the point of beginning. Contains 0.430 acre.

IT IS FURTHER DECLARED, that lots situated in HIDDEN OAKS PHASE 3 PLANNED UNIT DEVELOPMENT shall be subject to the entire DECLARATION as Supplemented, including the Building Restrictions for Hidden Oaks set forth in Article 8 of the DECLARATION; that Declarant conveyed to HIDDEN OAKS HOME OWNERS ASSOCIATION by recordation of the plat good and marketable title, free and clean of all liens and encumbrances all common areas situated in HIDDEN OAKS PHASE 3 PLANNED UNIT DEVELOPMENT (except for the construction loans necessary to construct Phase 3); subject to this DECLARATION as Supplemented; and that the following additional terms and restrictions shall apply:

1. "Village" or "Garden Home" Defined. References to "Village" or "Garden" shall refer to lots identified on the recorded plat for Hidden Oaks Phase 3 Planned Unit Development identified with a "g" after the number thereof. Lots so designated shall have unique size requirements and minimum setback and yard requirement as provided hereinafter.

2. "Developer" Defined. For purposes of Hidden Oaks Phase 3 Planned Unit Development, "Developer" shall mean and refer to Sheffield, Ltd., a Utah Limited Partnership, and/or any successor to any of said entity, either by operation of law or through a voluntary conveyance, transfer or assignment who comes to stand in the same relation to the property and/or the addition land, or a portion thereof, as does Developer.

3. Form of Conveyance. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved in Phase 3 substantially as follows:

"LOT NO. \_\_\_\_\_ contained within HIDDEN OAKS PHASE 3 PLANNED UNIT DEVELOPMENT, as said Lot is identified in the Plat of said Development and in the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT AS SUPPLEMENTED" recorded in the Recorder's Office of Salt Lake County, State of Utah, subject to the limits and together with a right and easement of use and enjoyment in and to the common areas described, and as provided for, in said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS SUPPLEMENTED."

4. Architectural Control Committee. The Governing Board of the Association shall appoint a separate three member Architectural Control Committee for Hidden Oaks Phase 3 Planned Unit Development, the function of which shall be to insure that all improvements and landscaping within Phase 3 harmonize with existing surroundings and structures, including the new recreation center. The Committee shall be composed of at least two owners of Phase 3 lots, but the third member of which need not be an owner. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee. The Phase 3 Architectural Control Committee may be expanded to cover a Phase 4 and additional land, should Developer add it to Hidden Oaks; and this committee will be solely responsible for enforcement and interpretation of design and plan review within this area, even though such interpretations and enforcements may not be consistent with the Phase I and Phase II Architectural Control Committee as they supervise design and construction within Phase I and II.

5. Dwelling Size and Quality. All living units shall be of a good quality, workmanship and material complying with material guidelines of article 8.03 of the Declaration. The ground floor area of living units in Hidden Oaks Phase 3 Planned Unit Development, exclusive of open porches and garages, shall not be less than 1,700 square feet for a one story living unit, or less than 2,300 square feet above ground level for a two story living unit. The Architectural Control Committee may allow smaller plans if the circumstances so justify it.

6. Dwelling Size of Village/Garden Homes. Homes constructed within the "Villages of Hidden Oaks" or otherwise designed by a "g" on the plat, as herein defined, shall have a finished main floor area, exclusive of open porches and garages, not less than 1,500 square feet for a one story living unit, or less than 1,900 square feet for a two story living unit, counting no area below main level. The Architectural Control Committee may allow smaller plans if the circumstances so justify it.

7. Building Location and Setbacks. Requirements of 8.01 of Declaration shall apply to all lots except the Village or Garden lots herein defined, which shall have the following yard requirements:

(1) No building shall be located on any lot nearer than twenty (20) feet from the property line.

(2) Due to the irregularly shaped front yard property lines of lots 76g, 77g, 80g, 83g, 92g, 97g, 98, 99g, the Architectural Control Committee may, but is not required to, permit these Lot Owners to average the front property set back requirement if the Committee finds:

a) that no point of the home is closer than fifteen (15) feet to front property line;

b) that the driveway and garage are set back or angled sufficiently for a minimum of a twenty (20) foot driveway;

c) that the average of each front set back measurement equals at least twenty feet; and

d) that the overall appearance in no way will distract from the neighborhood character or design.

(b) Minimum Side Yard. No Garden Home shall have a side yard of less than five (5) feet. Adjacent homes must have side yards sufficient to provide at least ten (10) feet between Garden Homes, and fifteen (15) feet between a Garden Home and non Garden Home. The Architectural Control Committee must approve each side yard combination so as to avoid undue burden on any one lot owner.

(c) Side Yard or Corner Lots. For a Garden Home constructed on a corner garden lot, the side yard contiguous to the street shall not be less than fifteen (15) feet, and shall not be used for vehicular parking except such portion as is devoted to driveway use for access to a garage. In no case shall the driveway be less than twenty (20) feet in overall length to allow sufficient room for vehicular parking. The Architectural Control Committee shall determine which is the front yard and side yard for setback purposes.

(d) Rear Yard. Each Garden Lot shall have a rear yard not less than fifteen (15) feet; or an average of fifteen (15) feet for an irregularly shaped yard, but in no event closer than ten (10) feet at any point.

(e) 30% Slope Setback. In some instances, rear yards may have a slope that exceeds 30%. No home shall be constructed within fifteen (15) feet of a 30% slope so as to provide stability, protection to existing vegetation and slopes, and to provide adequate yard for the homeowner. Sandy City may require restrictions in excess of this supplement to the Declaration.

8. Variances. The Architectural Control Committee shall maintain the consistency, design and character of the Community, and strictly enforce the material and yard setback requirements of the Declaration as Supplemented; however the Committee shall be empowered with the authority to grant variances where the lot owner establishes a justifiable hardship, and where the circumstance does not appear to have been anticipated by this Declaration as supplemented. The Architectural Control Committee shall be the sole judge of whether or not such variance shall be granted, and its decision shall be final. Reducing the construction expense to the lot owner shall not be justification cause to grant a variance.

9. Rooftop Coolers. Evaporative, rooftop and window coolers shall not be allowed without the prior written approval of The Architectural Control Committee.

10. Lighting System. Hidden Oaks Phase 3 Planned Unit Development will have two lighting systems; individual post lamps and common street lights.

(a) Exterior Lamp Post. Each lot owner shall provide as part of their construction an exterior free standing lamp post of a uniform standardized design picked by The Architectural Control Committee, or one otherwise approved by such committee, which shall operate automatically and be maintained by the lot owner.

(b) Common Street Lighting. Developer may provide common area street lighting at strategic points within Phase 3. If such a light is located by Developer adjacent to a Lot owner, such Lot owner shall attach this street light to their electrical power source for operation in the community. The Association shall determine an appropriate credit towards the Lot owner's monthly dues to compensate Lot owner for the energy used.

11. Landscaping Requirements. Lots in Phase 3 shall also be subject to the landscaping requirements provided in paragraph 8.08 of the Declaration. In addition to these requirements, Lot owners shall be obligated to provide a minimum automatic sprinkler system to the necessary parts of their yard and to the grass swales on their yard adjacent to common areas as determined by the drainage plan of Hidden Oaks Phase 3 Planned Unit Development; and shall further provide temporary sprinkling swales adjacent unsold building lots. The Developer shall provide the necessary sprinkler system installation, but lot owners shall allow attachment to their sprinkler system temporarily until the adjacent lots are built on and sprinkled by those homeowners. The Association may grant a credit towards monthly dues to compensate Lot owner for water usage.

The Phase 3 Architectural Control Committee shall also establish a minimum landscaping standard for the Lot owners in

Phase 3 to obtain continuity and neighborhood quality which the Lot owner shall comply satisfy within nine months of occupancy of any home.

12. Mailboxes. Homeowners shall install a uniform mailbox as determined by the Phase 3 Architectural Control Committee, and shall maintain it in good repair.

13. Street Numbering. The Phase 3 Architectural Control Committee shall establish a uniform standard street numbering system within the community that lot owners shall comply with.

14. Fencing. The general provisions of Article 8.07 of the Declaration shall apply, and lot owners in Hidden Oaks Phase 3 Planned Unit Development shall have the additional fencing requirements and/or limitations:

(a) Required Fencing. In order to provide continuity and privacy within certain areas of Phase 3 The Architectural Control Committee may establish requirements for fencing, and may determine a uniform fencing design for neighborhoods. Lot owners shall comply with such requirements.

(b) Stream Line. Lot owners who have properties adjacent to the Little Willow Stream that runs through Phase 3 may be required by The Architectural Control Committee to provide for a wrought iron fence only in order to maintain the natural appearance of the nature path that parallels the stream rather than an opaque fence, if Lot owner desires a fence.

(c) Slope Yard Fencing. Lot owners who have back property lines along the 30% slope area shall not construct a fence along the 30% slope areas; such requirements being imposed by Sandy City.

(d) Golf Course Fencing. Sandy City and the golf course may require a chain link fence to be installed along golf course frontage lots. Owners may only alter, move or replace such fence with both the Committee and golf course approval.

15. Recreation Center. The Phase 3 Recreation Center shall consist of the recreation building and facilities therein contained, parking lot, swimming pool, whirlpool spa, and covered picnic area adjacent. This facility shall be governed as follows:

(a) Recreation Center Committee. The Board of Trustees of the Association shall appoint a three member Committee, the function of which shall be to manage, supervise and operate the Recreation Center and facilities in a clean, healthy, safe and enjoyable condition for the benefit of the Association. The initial Committee shall initially consist of

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Developer, a Lot owner in Phase 3, and a Lot owner in Phase I or II.

(b) Membership and Participation. The Recreation Center's use shall be governed, limited and subject to rules, guidelines and regulations established by the Recreation Center Committee. Such rules shall include current payment of dues and assessments as they shall determine necessary and appropriate, and as approved by The Board of Trustees. Failure to follow these rules, guidelines, regulations or be current with dues and assessments may result in having use of The Recreation Center suspended.

(c) Developer's Use of Facilities. Developer may retain use of all or part of the Recreation Center for the sales of lots and homes in Hidden Oaks, but shall participate in covering portions of the maintenance expenses during such time. During such time, Developer shall be the chairman of the Recreation Center Committee. When such time that 75% of Lots in Hidden Oaks Phase 3 Planned Unit Development, as expanded, are sold, then Developer shall resign as chairman of the Committee, although he may continue to be a member of the committee if so appointed by the Board of Trustees.

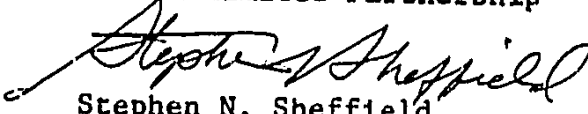
(d) To cover additional costs that may be incurred in expanding the Recreation Center facilities, Developer and the Board of Trustees may impose a special assessment that shall constitute a lien on all the lots in Hidden Oaks Planned Unit Development. Payment schedule and terms shall be determined by the Board.

(e) Monthly Assessments. Each owner shall, according to Article 4 of THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, pay to the Association the monthly assessments to cover common area and Recreation Center maintenance expenses, as determined by The Board of Trustees.

16. Incorporation of Declaration. In all respects not inconsistent with the SECOND SUPPLEMENT, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN OAKS PLANNED UNIT DEVELOPMENT as supplemented are fully applicable to HIDDEN OAKS PHASE 3 and are incorporated herein by this reference. The effective day of this SECOND SUPPLEMENT shall be binding upon its being filed and recorded in the office of the County Recorder of Salt Lake County, Utah

Dated this 26<sup>th</sup> day of April, 1988.

SHEFFIELD, LTD.  
A Utah Limited Partnership

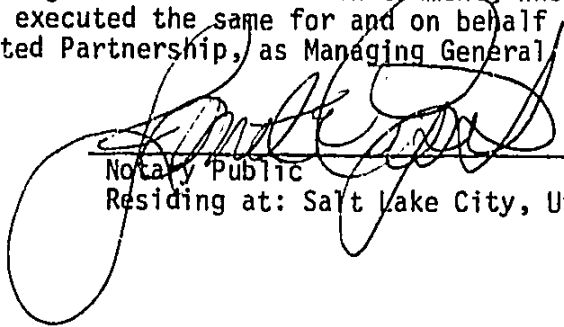
  
Stephen N. Sheffield  
Managing General Partner

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

On the 26th day of April, 1988, personally appeared before me, Stephen N. Sheffield, a Managing General Partner of Sheffield, Ltd., a Utah Limited Partnership, the signer of the within instrument, who duly acknowledged to me that he executed the same for and on behalf of Sheffield, Ltd., a Utah Limited Partnership, as Managing General Partner therein.

  
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Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires:  
2-6-91

