

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

**Hedgewood Hollow**



THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 18 day of February 2003, by **Olsen & Associates Const. Inc.**, hereinafter called the "Declarant" or Developer.

**RECITALS:**

A. The Declarant is the owner, developer, of the tract land in Draper City, Salt Lake County, Utah, containing **Seventeen (17) lots**, as shown on the Plat entitled Hedgewood Hollow (hereinafter referred to as the "Plat"), which Plat is recorded among the land records of Salt Lake County, hereinafter referred to as Hedgewood Hollow or as "the subdivision" or as "the property."

B. The Declarant, for the purpose of creating and maintaining a general scheme of development and for the protection of the economic interests of the Declarant and all successors in the interest, desires that the lots in Hedgewood Hollow be subject to the covenants, conditions and restrictions as herein set forth.

C. The purpose of the Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants and Restrictions") is to establish, enhance and uphold the quality of the subdivision, as hereinafter defined, and to support and preserve maximum property values for all property owners within the subdivision. To further these purposes, the Declarant and each Lot Owner, as hereinafter defined, has the individual right, (but not any obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, and all property owners within the subdivision hereby declares that all of the aforesaid tract of land known as Hedgewood Hollow shall be subject to the covenants, conditions, restrictions and reservations herein set forth, with the possible exception of lot # 3 while such lot is owned by Paul and Nancy Brown. Paul and Nancy Brown were the original owners of part of the property and as such might be entitled to some special rights except for the ones that now govern the zoning as regulated by Draper City.

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10/9/2006 2:13:00 PM \$48.00  
Book - 9362 Pg - 7252-7262  
Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 11 P.

March 5, 2003

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## ARTICLE 1

### Definitions

*The following words, when used in this Declaration, shall have the following meanings:*

- (a) **"The Property"** shall mean and refer to all the real property shown on the Recorded Plat referred to above.
- (b) **"Lot"** shall mean and refer to those properties designated as Lots 1 through 17 on the aforesaid Plat.
- (c) **"Dwelling"** shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a personal residence.
- (d) **"Developer"** or **"Declarant"** shall mean and refer to the undersigned parties and their successors and assigns.
- (e) **"Lot Owner"** shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the mortgagor's or Grantor's equity of redemption in said Lot.
- (f) **"Subdivision"** shall mean the final Subdivision of Hedgewood Hollow as recorded among the Land Records of Salt lake County; or as amended in accordance with this Declaration.
- (g) **"Plans and Specifications"** shall mean engineering site plans, landscape plans, and architectural and/or construction working drawings and any other supporting documents which may be required by the Declarant.
- (h) **"Homeowners Association"** shall consist of every Lot Owner and each lot owner shall have one vote to elect a Homeowners Association Committee on a yearly basis or as determined by the Association.

## ARTICLE II

### Property Subject to Declaration and Mutuality of Benefit

SECTION 1. Property. *The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Draper City, Salt Lake County, State of Utah, and is more particularly designated on the Plat.*

SECTION 2. Benefit. *The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitude's upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all lots in the Subdivision and their respective owners.*

## ARTICLE III

### Architectural Review and Control

SECTION 1. Architectural Review Committee. *Declarant, may, at any time, establish an Architectural Review and Control Committee consisting of one or more property owners within the subdivision, in which case, said persons as an Architectural Committee shall have all of the rights and authorities pertaining to Architectural specifications and control as provided herein to the Declarant. Said Architectural Review and Control Committee (hereinafter "Architectural Committee" or "Committee") may be established but is not required. Once established, the members of the Committee may be changed at any time by majority vote of the property owners within the subdivision. It is anticipated that over time, the Declarant shall phase itself out of majority control of the Subdivision. Continuing governance of the Subdivision as it relates to the interpretation and enforcement of these Covenants and Restrictions shall be assumed by the lot owners in the Subdivision, acting by a majority vote. Declarant shall not relinquish control until the last Lot/house has been approved unless they do so by their own validity.*

### SECTION 2. Requirement.

(a) *No building, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description or materials, color scheme and a grading plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Declarant, or such Architectural Committee as Declarant may establish as provided hereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Declarant or its assignee or the Architectural Committee, as the case may be. Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Declarant. Plans and Specifications must be acted on by the Declarant within thirty (30) days after submission.*

(b) The Declarant shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Hedgewood Hollow to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. to whatever extent consent, approval or authorization from Declarant or the Architectural Committee may be required hereunder, such consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied.

SECTION 3. Front yard landscaping for all lots to be completed within nine (9) months after close of escrow and occupancy of said residence and the balance of the property must be completely landscaped within fifteen (15) months thereafter. Declarant reserves the right to charge a reasonable deposit to the pertinent land owner to insure completion of landscaping in a timely manner or to accept such other tangible assurances as may be reasonably necessary to accomplish the intent and purpose of these covenants and restrictions. Each lot owner covenants and agrees to keep their lot reasonably free of weeds and debris and no storage is permitted thereon during the time, if any, the lot remains vacant before the completion of construction as required hereunder. Lots owned or retained by Declarant are an exception hereto and may be retained or offered for sale according to whatever timetable Declarant may determine. Declarant also reserves the right to store and maintain such equipment or other items as Declarant may reasonably determine is necessary or in the best interests of the Subdivision. Exceptions which extend the time for commencement of construction may be granted by the Declarant or the Committee as individual circumstances may warrant provided that reasonable assurances are obtained for the continuing maintenance of the property in an acceptable condition that does not detract from the appearance of the Subdivision nor the reasonable protection of the property values of other lot owners in the Subdivision.

SECTION 4. Size of Dwellings. Unless otherwise approved in writing by Declarant or the Architectural Committee, as the case may be, the finished above ground floor area of any residential structure, exclusive of any open porches and garages, shall conform to the following:

(a) On individual buildings lots 1-2 & 4-17 the minimum finished above ground floor area shall be 1,500 square feet for a single story, in which case a full basement of equal size is required but may be left unfinished) and not less than 2,000 square feet above ground for a multi-story (in which case a basement of not less than 600 square feet is required but may be unfinished).

Declarant reserves the right to deviate from the referenced building standards as Declarant may reasonably determine to be necessary or in the best interests of the Subdivision regarding specific lots based on such matters as space limitations, lot configuration, or other such reasonable and practical considerations.

SECTION 5. Roofing and Exterior Materials.

(a) All exterior materials utilized on dwelling and other structures shall conform to the following: stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Architectural Committee in writing. (If approved by Declarant or the Architectural Committee, steel framing and vinyl windows are an exception hereto and may be permitted.) The roofing material on all homes or other structures built on any lot shall be either cedar tile or high grade architectural asphalt shingles, all as approved by Declarant or the Architectural Committee as to material, style and color. Unless otherwise approved by Declarant or the Architectural Committee, all roofs shall generally have a pitch of 6/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, etc. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

(b) Additional standards required for structural materials. Unless otherwise approved by the Declarant or the Architectural Committee, the exterior materials utilized on the front and sides of the Dwellings and the structures shall generally consist (combined) of at least Twenty percent 20% stone or brick on the front excluding doors and window openings and the balance may be stucco or high quality siding if and to such extent as the same are approved by Declarant and/or the Architectural Committee. Aluminum and vinyl siding are not acceptable except on a limited basis & approved specifically by Declarant

SECTION 6. Common landscape design for park strips. Each individual building lot includes a "park strip", which is understood to be that portion of the property between the curb and sidewalk. Each lot owner covenants and agrees to landscape and maintain that stretch of property with grass lawn, except for such complimentary shrubbery as may be part of an overall landscape design for the lot owner individual residence and front yard. In any event, the owners of Lots - each covenant and agree to install and maintain the specific type, size, quantity and location of trees in their park strip required by the subdivision design plan unless other wise provided by Developer &/or builder. If such is provided by Developer &/or builder then Homeowners agrees and covenant to maintain said trees and or landscaping in such a way as to cause no harm or casualty to said landscaping

Regarding placement of park strip trees, each lot owner shall strive to not position the trees in such a way as would adversely block the view of their home from the street but also not to push the park strip trees to the extreme front lot corners. The spacing shall, in general, be consistent with the street landscape plans, with permitted exceptions to allow for individual placement of homes, driveways and any special views thereof.

The subdivision includes open space areas as designated on the plat. Residents will maintain the open space area. Each of the lot owners and their family members, relatives, friends, guests and invitees agree, at all times, to abide by and comply with whatever reasonable rules, policies, terms, conditions or other requirements that may be reasonably set for the open space at Hedgewood Hollow.

SECTION 7. Common Area Maintenance & Home Owners Association. Each lot owner shall be equally responsible for the maintenance, upkeep and costs associated with the Common Areas marked as Parcel's "A" & "B" on the plat. The Declarant and/or the Home Owners Association as established has the right to levy assessments against each homeowner

#### ARTICLE IV

##### Use & Building Restrictions

SECTION 1. Land Use. Lots as shown on the Plat shall be used for private, residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than as a detached Dwelling, designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or member of the Lot Owner's family, provided that such additional improvements are approved by Declarant, the Committee, and Draper City, as the case may be. Residential use shall not bar a home office use of the property provided the Owner of said Lot complies with the applicable zoning regulations of Draper City.

SECTION 2. Building Restrictions. The following building restrictions shall apply to all lots in the subdivision:

(a) No structure of a temporary character, such as but not limited to a trailer, shack, barn, shed, or tent, shall be placed or used on any of the lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except as may be submitted, reviewed and approved by the Declarant or the Homeowners Association.

(b) Unless otherwise approved by the Declarant or the Committee, attached two car garages are required for all Dwellings within the subdivision

(c) No recreation vehicles, such as, but not limited to, campers, motor homes, boats, trailers and tent vehicles, may be parked or kept on any Lot, where such placement is in front of the building set-back line.

(d) No pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any Lot. however, dogs and/or cats are considered to be common and reasonably acceptable house pets provided such are properly housed and cared for and are restricted to the owner's property and not kept in an unreasonable number, which is generally considered to be not more than a maximum of two (2) dogs &/or two (2) cats. Any noise associated with pets and animals that becomes a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint from any third part.

(f) All lots in the subdivision shall be kept free from rubbish and trash of every kind, clean and with lawns, including the area between the lot line and the paved portion of the road.

(g) Unless otherwise approved by the Declarant or the Committee, no future facilities, including poles and wire for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot. Other than standard and customary satellite television transmission of a size and placement that is not unsightly to the neighboring view of others, no external or outside antennae towers or radio and television equipment of any kind shall be erected or installed without the prior written approval of the Declarant or the Committee.

(h) No noxious or offensive activities 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 individual neighbors or owners or nearby lots. No outdoor clothes drying or storage of any articles is permitted except in enclosed areas designed for that purpose. No outdoor storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on driveway areas only. No vehicle shall be parked on any street in the subdivision unless there is insufficient parking space on the individual Lot Owner's property. Regardless, any vehicle parked on the street must be moved within 24 hours.

A business cannot be operated on premises that would cause any noise, odor, excess traffic or parking, or that would be offensive to the neighbors. Any business conducted on premises must be approved by the Declarant or Homeowners Association Committee in writing.

(i) All fencing must be approved by the Declarant or the Committee and shall be installed in accordance with Draper City building codes, as approved by said Committee. Fencing shall not extend beyond the front of the residential structure. Although extensions of side fences are not permitted to protrude beyond the front of the residence, hedges and shrubbery and certain decorative 3' high fences are permitted to give definition to individual lot lines.

(j) Easements for installation and maintenance of utilities and drainage are reserved as shown in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or any other utilization of the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot.

(k) No sign of any kind shall be displayed to public view on any lot except to advertise the property for sale.

(l) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm, or from any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness.

(m) Each lot owner shall be responsible for their own mailbox and/or mail delivery.

**SECTION 3. Common Areas.** For the common benefit of all Homeowners and enhancement of the subdivision, there are two common areas, Parcel "A" and "B", and a subsurface drainage

system.

(a) Owners of lots shall be responsible for maintaining said improvements during the lifetime of their ownership including the first year of occupancy.

(b) Such off-site improvements include (individually): sidewalks, curb & gutter, parkstrip and parkstrip landscaping etc. Collectively they include 1- The maintenance of common areas ie: Parcel "A" & "B" at the entrance of the subdivision. 2- The maintenance of the subsurface drainage system.

(c) The landscaping and maintenance of this design requires continuing access to electrical power and water availability, the cost and the physical requirements thereof shall be borne proportionally by all lot owners within the subdivision. All owners shall make sure power and water continue to be available for the common areas.

(d) The cost of maintenance will be assessed by the Declarant or the Homeowners Association Committee as necessary. Assessment shall be payable on or before January 1, and July 1, of each year. If not paid if not paid with 15 days of the due date they will be delinquent and a penalty of 15% shall be assessed. If any homeowner fails to pay, The Homeowners Association Committee may, at their discretion, file a notice of interest or lien against the property until paid.

## ARTICLE V

### General

SECTION 1. Provisions to Run With the Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenant and Restrictions, such action may either be to restrain violation or to recover damages and all other costs associated therewith, including reasonable attorneys fees.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2027. This Declaration may be amended and/or terminated in their entirety by an instrument signed by not less than sixty percent (60%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Salt Lake County, Utah or in such other place of recording as may be appropriate at the time of the execution of such instrument.

SECTION 3. Severability and Invalidation. Invalidation of any of these covenants, agreement, restrictions or conditions by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect. Any Restrictions found in any way to be a legal violation

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shall be stricken from these Covenants Conditions and Restrictions without liability nor fault to Declarant.

SECTION 4. Limitation. These restrictions shall apply to the lots as shown on the aforesaid Plat entitled Hedgewood Hollow and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback ones, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and or Development Plan of Hedgewood Hollow in any respect subject to applicable Draper City, Utah regulations and requirements. In connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Preliminary Plan as filed with Draper City, Utah, as to any lots to be re-subdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Draper City, Utah, consenting to the alteration of the Subdivision Plat and or Development Plan.

SECTION 6. Disclaimer of Liability and Responsibility. Declarant disclaims and is expressly released from any liability with the property boundaries and estimated square footage calculations of the lots within the subdivision, having relied in good faith upon the professional services of the engineering firm of Ensign Engineering in connection with the preparation of the plat. Upon recordation of the plat and dedication of all public roads and improvements, such shall be the responsibility thereafter of the pertinent entity receiving such dedications and transfers of public improvements.

## ARTICLE VI

### Miscellaneous

SECTION 1. Reservations of Rights. The Declarant reserves an easement of exercise its right at any time prior to or subsequent to conveyance of individual lots in Hedgewood Hollow to enter upon any of the property, to complete, in its sole discretion, development of the property; such development includes but is not limited to tree cutting and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install signs of Declarant's choice at the entrances to Hedgewood Hollow and at such locations as the Declarant in its sole discretion may deem appropriate.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this property as the Declarant deems necessary or in the best interest of the subdivision as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY DRAPER CITY, UTAH OR OTHER PUBLIC AUTHORITY CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR PRELIMINARY PLAN.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be properly executed by its duly authorized representative as of the day and year first above written.

DECLARANT:

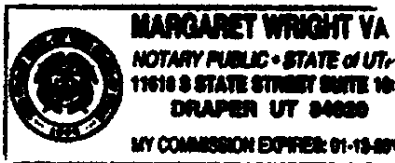
Olsen & Associates Construction Inc.

By: Jay N. Olsen  
Jay N. Olsen, President

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

I HEREBY CERTIFY, that on this 6<sup>th</sup> day of October, 2006, before me, the subscriber, or Notary of the State of Utah, personally appeared Jay N. Olsen, who acknowledge himself to be the President of Olsen & Associates Construction Inc., and he acknowledged that he executed the foregoing Declaration of Covenants and Restrictions on behalf of the said corporation for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notarial Seal.



Margaret Wright VA  
NOTARY PUBLIC  
Residing at: Draper, Utah

Homeowner Acknowledgement:

Having read and agree to the above I/we the owner's/buyers of Lot # \_\_\_\_\_ of Hedgewood Hollow agree to abide by the CCR's for Hedgewood Hollow Subdivision.

X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

Lots 1 - 17, Parcel "A" and Parcel "B", HEDGEWOOD SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Unless they need the metes & bounds description for it:

Beginning at a point being South 00°05'37" West 156.30 feet along the Section line and East 125.01 feet from the North Quarter corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°50'15" East 852.03 feet to the West line of Cloverwood Estates Subdivision; thence South 3°07'10" West 335.96 feet along the West line of said Cloverwood Estates Subdivision; thence West 934.31 feet to the East line of 300 East Street; thence North 0°05'37" East 168.52 feet along the East line of said 300 East Street; thence East 100.28 feet; thence North 169.36 feet to the point of beginning.