

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR "THE
WOODS AT HIDDEN CREEK" DEVELOPMENT

ENT 102344 BK 5218 PG 408
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Sep 17 1:08 pm FEE 18.00 BY SS
RECORDED FOR ACTION TITLE COMPANY

This Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration" is made and executed as of the 1ST day of Sept., 1999, by "THE WOODS AT HIDDEN CREEK" development and the Larry Davis Baum, Suelleh Baum Family Trust; (Declarant"); in the contemplation of the following facts and circumstances:

OWNERS BOUND BY COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Each owner bound by terms of Declaration. Each owner, by acceptance of a deed to a lot, is deemed to have read and agree to be bound by the terms and conditions of this Declaration.

DEVELOPMENT REQUIRMENTS

1. Purpose. In order to create, maintain and improve the subdivision as a pleasant and desirable environment, and to establish and preserve a harmonious design for the community, and to establish procedures for the enforcement of the terms and conditions of this Declaration, and to protect and promote the value of the subdivision.
2. Completion required before occupancy. No building within the property shall be occupied until and unless the owner of such building shall have completed the building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Lehi City.

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Use of lots. All lots within the subdivision shall be used only for the construction and occupancy of one single family dwelling, not to exceed three stories above basement (basement height not to exceed three and one half feet average height of original grade at the buildings perimeter) together with a private attached garage for not less than two (2) vehicles and for not more than five (5) vehicles. A detached garage is also permitted for not less than two (2) vehicles and for not more than (5) vehicles. All lots shall be used, improved and devoted exclusively for such single-family residential use. Gainful occupation, profession, trade or other nonresidential use (such as a model home) may be conducted on any such lot ONLY if permitted by Lehi City.
2. Architectural control. No grading, excavation, building, fence, wall, residence or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location of all improvements, including a detailed landscaping plan has been approved.
3. Construction Time. The original purchaser of the lot must start construction on the property not later than 12 months from the date of closing and complete construction of all structures not later than 12 months from the date construction starts. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be undertaken. All building debris, excavation, dirt, and the like, associated with the building process shall be removed within the said 12 month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks in the subdivision. In the event of a resale of a lot, NO extension of time will be granted without written approval.
4. Deadline for Completion of Landscaping and Automatic Sprinkling System. The front yard of each lot (from the street curb to the front building line of the residence on the lot) shall be landscaped within 12

months of the occupancy date of any structure built upon said lot, weather permitting. Each front yard shall contain a minimum of four (4) each two (2) inch caliber trees at least six (6) feet high of which two (2) are pine trees and two (2) are a different species. The remainder of the lot shall be landscaped with an automatic sprinkling system within 12 months of the occupancy date of any structure built upon said lot.

5. Restricted Trees. Poplars, Chinese Elms, Weeping Willows, Box Elder.
6. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render and such or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owner of any other lot in the vicinity thereof, or to the occupants of such other lot. No other nuisance shall be permitted to exist or operate upon an lot so as to be offensive or detrimental to any other lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all lots shall be kept in a neat and orderly condition during construction periods.
7. Parking or Storage of Vehicles. No articles, material, equipment of vehicles of any nature shall be parked or stored on any street located within the subdivision. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the street of the subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles shall generally be restricted to the driveway of the dwelling being visited. Boats, campers, motorhomes, snowmobiles, recreation vehicles, trailers, etc are prohibited from being stored at the front of the house. No cars on blocks or Non-running.
8. Garbage and Refuse Disposal. No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash, within the subdivision is prohibited. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public. Satellite dishes are not to be seen from the street, unless they are the 18" models mounted on the house.
9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises or on a leash under handlers control. No more than a combination of any two animals (such as cats, dogs and alike) will be allowed at a any one time. Furthermore, cats and dogs are not allowed to be released from ones property without being leashed and supervised.
10. Restriction on Further Subdivision, Property Restrictions and Rezoning. No lot shall be further subdivided or separated into smaller lots by owner, and no easement, shall be conveyed or transferred by owner, without prior written approval. Which approval must be evidenced on the official plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any owner or other person against any lot without the provisions thereof having been first approved in writing. Any covenants, conditions, restrictions or easements recorded without such approval being evidence thereon shall be null and void. No application for rezoning of any lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the lot has been approved and the proposed use otherwise complies with the provisions of the declaration.

DESIGN CRITERIA

1. **Materials; Quality.** All structures constructed within the subdivision shall be of new materials (with the exception of natural stone or rock) and shall be of good quality workmanship and materials. 100% of all exterior construction shall be new brick, stone, or stucco; except that used brick may be used with prior written approval. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted. The main exterior color to the structure (house) must be at a minimum two shades lighter or two shades darker than your neighbors house if already built to the left or right of your structure. No two identical house plans may be constructed. All eaves must be at least 18". All stacks and chimneys from fireplaces with combustible materials other than gas shall be fitted with spark arrester. All owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.
2. **Restricted Materials.** No aluminum, metal or vinyl siding will be permitted, with the following exceptions. Aluminum and vinyl will be allowed at soffit and fascia areas only. Log or wood structures are prohibited.
3. **Chain link fence is prohibited.** Exception may be given for tennis courts or swimming pools. Chain link must be color vinyl coated.
4. **Equipment to keep obscured and hidden from view of the front of the yard and street:** Roof mounted air conditioners, roof mounted solar panels, roof mounted satellite dish, and roof mounted antenna.
5. **Roofing Materials.** Top of the line of each category: Asphalt, Asphalt Laminated, Fiberglass, Wood Shake and Clay Tile. Specifications. 40 year warranty category. Colors and request for variance of roof materials must be submitted and approved.
6. **Minimum Size of Dwelling:** For a one story home, the main floor must be at least 2000 square feet exclusive of garage and open porches. For a two-story home, the main floor must be at least 1200 square feet exclusive of garage and open porches. The second floor must be at least 1200 square feet.
7. **Exterior Outlets.** At least two exterior outlets (weather type). These outlets must be on separate amperage breakers and may be placed within the soffit.
8. **Each building lot owner will receive utilities stubbed into it within only a few feet.** It will be the responsibility of each owner to complete and pay for ALL the utility connections and fees i.e. water and sewer within his/her lot. The owner will be responsible for paying for the water meter, connection and related fees of the same. The owner is not allowed to "reduce" the water meter in size. Owner is responsible to pay for the fees and connection of Gas, Electrical and Telephone to his/her lot. The developer will provide "stubbed" into each lot at his expense the following: Sewer, Water, Electrical, and Telephone.
9. **Lots with Swimming Pools.** Lots must be fenced with six-foot perimeter fence. Furthermore, the swimming pool must have a mechanical "vinyl type cover" rated to withstand 150 pounds of weight without failure to cover.

DATED SEPTEMBER 9th, 1999.

Randy Davis Baum

Sullivan Baum

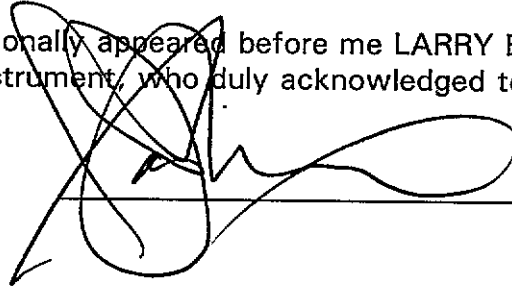
EXHIBIT "A"

BOUNDARY OF THE WOODS AT QUAIL HOLLOW, PLAT "A" IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S 89°50'31" W 718.62 FEET ALONG SECTION LINE AND SOUTH 18.93 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN: THENCE SOUTH 783.67 FEET; THENCE WEST 605.65 FEET; THENCE NORTH 797.32 FEET; THENCE EAST 29.21 FEET; THENCE SOUTH 18.13 FEET; THENCE N 89°33'15" E 576.46 FEET TO THE POINT OF BEGINNING. CONTAINING 10.84 ACRES. BASIS OF BEARING IS S 0°02'37" E ALONG THE SECTION LINE FROM SAID EAST QUARTER OF SECTION 5

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 10TH day of SEPTEMBER, 1999, personally appeared before me LARRY BAUM AND SUELLEN BAUM, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Notary Public

My Commission Expires: 2-28-2002
Residing at: Utah County, Utah

