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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS**

**HUNTERS VALLEY PHASE 1 SUBDIVISION
Springville City, Utah County, Utah**

THIS DECLARATION (the "Declaration") is made as of this 26th day of January, 1998, by **HUNTER VALLEY, L.C.**, a Utah limited liability company (the "Declarant"), in its capacity as an owner and as the developer of the real property herein described to which this Declaration is applicable.

A. On or about June 7, 1996, Declarant, as record owner of certain undeveloped real property located in the City of Springville, Utah County, Utah (the "Property"), recorded that certain document entitled **Declaration Of Protective Covenants And Building Restrictions For Hunters Valley Subdivision** as Entry 47862, Book 3990, Page 151-154, inclusive, in the office of the Utah County Recorder, State of Utah (the "Original Declaration").

B. Thereafter Declarant subdivided a portion of the Property into residential building lots as reflected in that certain plat entitled **HUNTERS VALLEY PHASE 1 SUBDIVISION, Springville City, Utah County, Utah** recorded as Entry 35773 Map #7048 on May 9, 1997 in the office of the Utah County Recorder, State of Utah (the "Subdivision"), and covering Lots 1 through 51, inclusive, all of which lots are still owned by Declarant.

C. Thereafter, on or about September 16, 1997, Declarant recorded that certain document entitled **Rescission Of Declaration Of Protective Covenants And Building Restrictions For Hunters Valley Phase 1 Subdivision, Springville City, Utah County, Utah**, recorded as Entry 72246, Book 4379, Page 181 in the office of the Utah County Recorder, State of Utah, the effect of which was to rescind the Original Declaration as to the Subdivision.

D. Declarant desires now to place new protective covenants, conditions, easements, reservations and restrictions of record on the Subdivision as set forth herein.

NOW, THEREFORE, Declarant hereby declares that all of the property described below (sometimes herein referred to as "lands", "lots", "tract", "Subdivision" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part thereof. All of the provisions of this Declaration will be deemed to be covenants or equitable servitudes, as the case may be, running with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ARTICLE I - PROPERTY

The property subject to the provisions of this Declaration is located in Springville City, Utah County, Utah and is described as follows:

ARTICLE II - RESIDENTIAL AREA COVENANTS

2.1 **Subdivision Design Concept.** It is intended hereby to create a single family residential development of traditional style homes which are all of a compatible design, size and value. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except for used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes will not be permitted.

2.2 **Architectural Control.** No structure or building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control Committee (the "ACC") as hereinafter provided, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences or walls shall be erected, placed or altered on any lot unless similarly approved. No residential dwelling shall contain less square footage than the minimums set forth in this Declaration, unless by reason of lot size, set-back lines, etc., the ACC shall approve a lesser amount.

2.3 **Dwelling Quality and Size.** The following sections shall serve as minimum guidelines only:

2.3.1 The lots shall be used for residential purposes only which shall include property used for churches, parks, and public schools. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two (2) stories in height in addition to a basement (if any) or attic area and must include a private garage on grade for not less than two (2) automobiles (minimum 400 sq. ft.). Open storage will not be permitted. Detached garages, accessory buildings or carports built in addition to the required garage will be allowed only if approved by the ACC and if the architecture and exterior materials used are compatible with the adjoining home.

2.3.2 For a single story dwelling, the main floor finished living area above grade will not be less than one thousand two hundred (1,200) square feet exclusive of balconies, porches, and garages.

2.3.3 For a one and one-half (1½) story and a two (2) story dwelling, the finished living area on the floors above grade will not total less than one thousand four hundred (1,400) square feet, with not less than one thousand (1,000) square feet on the main level exclusive of balconies, porches, and garages.

2.3.4 For multi-level dwellings approved by the ACC, the finished living area above grade will not total less than one thousand two hundred (1,200) square feet, exclusive of balconies, porches, and garages; provided, however, that one and one-half (1½) story and two (2) story dwellings may be approved with the exception that not more than three hundred (300) square feet or finished living area over the garage may count toward the main floor requirement (which then becomes nine hundred (900) square feet minimum) but with the total living area above grade not less than one thousand six hundred (1,600) square feet.

2.3.5 All homes with roof lines that use open gable ends on the main sections shall have not less than a 5/12 pitch and all homes with hip roof lines on the main sections shall have not less than a 7/12 pitch, or as approved by the ACC. All roofing material must be of either Wood Shake/Shingle or 25 year Architectural Grade shingle or equivalent. No rooftop, window or wall mount evaporative coolers will be allowed, unless approved by the ACC.

2.3.6 The exterior material of each structure shall consist of brick, rock, stucco, wood or siding or a combination hereof. However, in no event shall siding be allowed on front exterior surfaces, other than as an

accent or as approved by the ACC. Siding must be aluminum, steel, vinyl, wood or composite hardboard (e.g. masonite, abitibi, etc.) and must be pre-finished, painted or stained and maintained in good repair and condition at all times. The ACC shall reserve the right to require the use of certain materials or combinations based upon the design or plan submitted and will limit all-siding designs to facades which traditionally use such material, i.e. Colonial, Victorian, etc.

2.3 Timely Construction. Construction on all homes must commence within one (1) year of the ACC approval or such approval will lapse. All homes under construction must be completed pursuant to the plans and specifications submitted to the ACC within one (1) year from the commencement of any construction with dates to be determined by the records of Springville City as to building permits, inspections, etc.

2.4 Uniform Mail Boxes. On each lot upon which a dwelling is constructed the owner shall install, at the owner's expense within 30 days of completion of said dwelling, a mail box which must conform to ACC and Springville City standards as to size, style and location.

2.5 Landscaping. All yards (front, rear and side) must be landscaped within 12 months of the issuance of the Certificate of Occupancy by Springville City. Chain-link fencing will not be allowed in the front yard setbacks. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the front yard. On lots which exceed 19,000 square feet in area, the rear yard landscaping requirement shall be limited to that portion of the lot extending from the rear of the dwelling for a distance of 40 feet only, with the balance not required to be landscaped, but only to be maintained and kept free from weeds and debris. All owners will keep and maintain their yards in a neat, clean and orderly condition and appearance.

2.6 Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the lot for sale or rent, or similar size signs used by a builder or realtor to advertise the property during the construction and sales period. This provision shall not impair Declarant's right to utilize larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the Subdivision.

2.7 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other domesticated household pets, provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets may be kept in unreasonable numbers.

ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE ("ACC")

3.1 Membership. The ACC shall be composed of three (3) individuals of Declarant's choosing who may or may not be lot owners. A majority of the ACC may designate a representative to act for it. In case of a vacancy on the ACC which remains unfilled by Declarant, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representatives shall be entitled to compensation for services performed pursuant to this Declaration and they, therefore, assume no personal liability for actions taken by the ACC as a whole. Unless previously relinquished by Declarant, the then record owners of at least two-thirds (2/3) of the lots within the subdivision shall have the power, through a duly recorded written instrument, to alter the membership of the ACC and any of its powers and duties.

3.2 Procedures. All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the ACC in duplicate and be accompanied by a written request for approval. Until Declarant relinquishes its right to choose members of the ACC, the address for submittals to the ACC pursuant to this Declaration shall be that of Declarant at 2457 North 1200 East, Provo, UT 84604. The ACC's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval,

disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then the plans shall be deemed approved. By approval of such plans neither the ACC nor the Declarant assumes any obligation as to the buildability thereof or the suitability of the land for placement of full basements.

ARTICLE IV - GENERAL PROVISIONS

4.1 Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. The ACC or any of the lot owners shall have the right, but not the obligation, of enforcement as described in this Section 4.1.

4.2 Term. The provisions of this Declaration shall run with the land for a period of twenty-five (25) years from the date of its recording and shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless at any time an amendment to or revisions of this Declaration is executed and recorded pursuant to Section 4.3, below, as defined therein.

4.3 Amendment. This Declaration may be amended in whole or in part by a written instrument executed by the then record owners of two-thirds (2/3) of the lots within the Subdivision and upon recording the same with the Recorder of Utah County, Utah.

4.4 Nuisances. No noxious or offensive activity will 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, including any violation of Section 2.7, above. No lot shall be used or maintained as a dumping ground for rubbish or debris. Owners of vacant lots shall keep their lots free and clear of weeds or debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right-of-way (including sidewalks) for any prolonged period of time.

4.5 Interpretation. In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Springville City zoning and subdivision ordinances, as amended from time to time, then the Springville City zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

4.6 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or who shall hereafter acquire any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future owner, mortgagee, tenant or occupant of a lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring any interest in a lot or dwelling thereby consents to and agrees to be bound by all of the provisions in this Declaration.

IN WITNESS WHEREOF, Declarant executes this Declaration as of the day and year first above written and further attests that Declarant is the record owner of lots within the Subdivision in excess of two-thirds (2/3) of the total thereof.

HUNTER VALLEY, L.C.

By: Wayne Ross
L. Wayne Ross, Member/Manager

By: Gary R. Brinton
Gary R. Brinton, Member/Manager

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On this 26th day of January, 1998, personally appeared before me, L. Wayne Ross and Gary R. Brinton, who, being by me duly sworn, did say that they executed the within instrument on behalf of HUNTER VALLEY, L.C. in the capacities indicated.

Jenilyn Hansen
NOTARY PUBLIC

