

3022416

RESTRICTIVE COVENANTS FOR HIDDEN VALLEY COUNTRY CLUB ESTATES NOS. 1 AND 2

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner of the following described property in Salt Lake County, Utah, to-wit:

Lots 1 through 45 and 201 through 263, inclusive, of Hidden Valley Country Club Estates Nos. 1 and 2, located in Section 28, Township 13 South, Range 1 East, Salt Lake Base and Meridian, according to the official plats thereof recorded in the office of the Salt Lake County Recorder,

and is desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declares the property herein described subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:

All covenants and restrictions herein stated shall run with the land and all fee owners or purchasers thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2001, the owners of 3/4 of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restriction(s) released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height at the average grade of said lot, and a private garage for not more than 3 vehicles. Any dwelling exceeding one story in height shall first obtain, in writing, special permission from the Architectural Committee. Garages shall be required rather than carports. All construction shall be of new materials. Such accessory buildings as are approved by the Architectural Committee shall also be permitted, and the Committee may allow two families to occupy one single-family home, but a written request must first be approved in writing by the Architectural Committee.

3. DWELLING COST, QUALITY AND SIZE:

No dwelling shall be permitted on any lot having less than 1,600 sq. ft. on main level single story homes and 1,200 sq. ft. per floor on two story homes, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality, workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded. The undersigned reserves the right for itself, its successors and assigns to review and re-set a minimum square footage floor area of any dwelling house to be erected on any of said lots in contracts and deeds for any or all of such lots. No building or structure more than one story in height at the front building line shall be constructed on any lot which adjoins the property owned by the Hidden Valley Country Club.

Recorded at Request of WESTERN STATES TITLE  
a 3164 m Fee Paid \$ 61.00  
Salt Lake County, Utah, By KATIE L. DIXON, Recorder, Dept. Date NOV 10 1977  
Cheryl Warrington

NOV 10 1977

4. COMPLIANCE WITH ZONING ORDINANCES OF SANDY CITY:

All buildings in said subdivisions shall be placed and used upon said lots in accordance with the present provisions of Sandy City Zoning Ordinances relating to present zoning unless otherwise modified or restricted by the covenants herein.

5. TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, or other out-building shall be placed upon or used at any time within said subdivisions as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Committee.

6. NUISANCES:

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

B. Pets. No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only a reasonable number of household pets. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked on driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear yard portion of each lot.

D. Drilling and Mining. There shall be no oil drilling, mining, quarrying or excavation operations of any kind permitted upon any lot.

E. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

7. EASEMENTS:

Easements are reserved as shown on the recorded subdivision plats or as recorded in the office of the Salt Lake County Recorder.

8. DILIGENCE IN BUILDING:

When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months.

9. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure, including a tennis court or swimming pool and including the mail box, shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Architectural Committee. No fence or wall shall be erected on any lot nearer to any street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

9. ARCHITECTURAL CONTROL cont.

B. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Hidden Valley Country Club Estates affected hereby:

1. Harmony in building: The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, composition shingles, tile roofs or gravel roofs in natural colors.

2. Color harmony: Exterior colors must be approved by the Architectural Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and painted or unpainted metal is prohibited on exterior surfaces.

3. Retaining walls: All retaining walls must be approved by the Architectural Committee. Use of unfaced concrete retaining walls must be very limited. The Committee will encourage the use of rocks, railroad ties, stone-faced walls and the like, rather than concrete.

4. Site plan: The direction which homes on corner lots shall face must be approved by the Architectural Committee. If possible, driveways having a slope of greater than 8% should be avoided. Lot owners must determine the depth and location of the sewer from the Salt Lake County Sanitary District #1 prior to designing their exterior house elevations. The Architectural Committee must approve construction of two-story homes on any particular lot since some lots do not lend themselves to two-story homes.

5. Roofs: All roofs shall have a pitch, the minimum being 4 in 12, and the maximum being a 9 in 12 pitch.

6. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height shall be 8 feet or less.

7. Exterior lighting: Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

C. Landscaping. No landscaping of the front yard shall be started on any of said lots nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Committee. The landscaping must be completed for the front yard portion of the lot within 9 months from the date the home is occupied.

D. Architectural Procedure. The Architectural Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to act on a submitted plan within 10 days after it has been submitted, approval will not be required and the plan shall be deemed to have been approved. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or yard work, and any violations of County ordinances are the sole responsibility of the lot owners and/or their designers or architects. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the buildings or with the architectural soundness thereof.

E. Membership. A majority of the Committee may approve or disapprove plans or may designate a representative to act for the Committee. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of all of the members so to act, successors may be appointed by the vote of a majority of the lot owners in said subdivision.

10. COVENANTS RUNNING WITH THE LAND:

A. Trees. At the time 100 of the 108 lots in Hidden Valley Country Club Estates Nos. 1 and 2 are built upon and occupied, all of the lot owners hereby agree to purchase, plant and maintain the trees which shall line the roads in said subdivisions. The trees to be used for this purpose shall be similar to those used in other subdivisions in Salt Lake City, and shall be a kind and size specified by the Architectural Committee. The trees shall be located according to a plan to be prepared for said Committee. All lot owners hereby agree not to plant any other trees or bushes in the publicly owned portion or strip of land in front of their lot, and they further agree to remove any existing trees or bushes in said publicly owned parcel if requested to do so by the Committee. Each lot owner hereby agrees to pay one-hundred and eighth (1/108) of the total cost of purchasing and planting said trees.

B. Grass. Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

C. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Architectural Committee.

D. Enforcement. The agreements contained in paragraphs A, B, and C above shall be construed as covenants running with the land. The lot owners hereby agree that the Committee may institute any suit or suits necessary in order to obtain a decree for specific performance under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the Court.

11. DEANNEXATION:

Should at any time in the future Sandy City Council agree unanimously to deannex Hidden Valley Country Club Estates from Sandy City in order to permit Hidden Valley Country Club Estates to annex into Draper should Draper incorporate, and should annexing into Draper prove an advantage to each owner and not increase tax burdens, then 3/4 of the owners of lots in Hidden Valley Country Club Estates shall be sufficient to effect the annexation into Draper City. The owners of 100% of said lots may agree at any time to annex into Draper City subject to approval of Sandy City.

12. VIOLATION OF RESTRICTIONS, PENALTIES:

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

APPROX 1570-441-56

13. ADDITIONAL EASEMENTS:

In addition to the easements referred to in Paragraph 7 above, there is reserved a surface easement 10 feet in width (5 feet on each side of the property line) as shown on the plat between Lots 249 and 250 and between Lots 251 and 252 as follows:

The surface grades and vegetation on said easement must be maintained lower than the adjoining sidewalk, curb, and gutter so as to provide an overflow surface water channel between the street catch basins and the flood control retention pond in the location shown on the plat. The yard of each of the above referenced lots shall be graded by the owner so as to prevent any such overflow from reaching the residential structure on said lots.

Further, there is currently a gasline easement which effects construction on lots in Hidden Valley Country Club Estates No. 1 Nos. 1, 45, 39, 38, and 37 and in Hidden Valley Country Club Estates No. 2 Nos. 203, 208, 209, and 225. The developer will cause said easement to be moved to the street as development proceeds, but pending such a move, lots cannot be built upon and Lots 43, 20, 24, 210, and 258 can be built upon only by avoiding the gasline easement.

14. SEVERABILITY:

Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owner has executed this document this 9th day of November, 1977.

Herbert O. Trayner  
Herbert O. Trayner

STATE OF UTAH )  
KATHLEEN L. PETT ) ss.  
COUNTY OF SALT LAKE )  
NOTARY PUBLIC  
On the 9th day of November, 1977, personally appeared before me Herbert O. Trayner, the signer of the above instrument, who being by me duly sworn did say that he executed the same.  
My Commission Expires: 1-16-81

Kathleen L. Pett  
Notary Public

BOOK 4528 PAGE 157