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DECLARATION OF BUILDING AND USE
RESTRICTIONS

FILED
BY
Evelyn Thompson

APR 8 11 04 AM '70

KATHIE L. LINDEN
RECORDER
SALT LAKE COUNTY

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Sandy City, State of Utah, to wit:

Lots 1 to 45 HIDDEN VALLEY ESTATES. According to the official plat thereof as recorded in the office of the County Recorder of the Salt Lake County

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, & stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than four vehicles. All construction to be of new materials.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to a quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Dwelling, Quality, and Size. The intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 1700 square feet; for a two-story home, 1250 square feet; for a split entry, 1700 square feet. Exceptions include Lots 1 thru 7 and 31, which may have 1200 sq. feet for a two-story and 1600 sq. feet for a one story home.
 - a. Roofs. All roofs shall have a pitch, the minimum being 3 in 12, and the maximum being 6 in 12 pitch.
4. Building Location.
 - a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.
 - b. No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 20 feet or more from the minimum front building setback line. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line, so long as such buildings do not encroach upon any easements.
 - c. It is the responsibility of each lot owner to check depth of own sewer lateral to assure access to sanitary sewer.
 - d. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, and open porches, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.
5. Compliance with Zoning Ordinances of Salt Lake County. All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of Salt Lake County Zoning Ordinances relating to its current zoning or as the same may be hereinafter amended unless otherwise modified or restricted by these covenants herein.

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6. Basement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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 of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. Nuisances. No noxious or offensive activity 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in an enclosed areas built and designed for such purpose. No automobiles trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.
8. Temporary Structures. No structure of a temporary character, 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.
9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.
11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon the request of the Architectural Control Committee.
15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of M.A. Peterson and Jerry Peterson.
2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenant in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
4. 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 landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with architectural soundness thereof.
5. The Architectural Control Committee reserves the right to approve the elevation of all dwellings constructed in this subdivision.

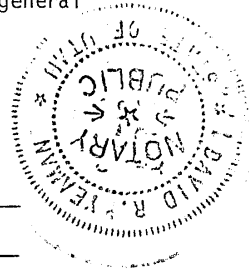
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OLYMPUS PROPERTIES, a Utah
general partnership

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

By: [Signature]
M.A. Peterson
[Signature]
Jerry Peterson

On the 1st day of MAY 1979, personally appeared
before me M.A. Peterson and Jerry Peterson, the signers of the
within instrument who duly acknowledged to me that they executed
the same, for and on behalf of OLYMPUS PROPERTIES, a Utah general
partnership, as general partners therein.



My commission expires: 3-15-81
Residing at: Salt Lake City, Utah

[Signature]
NOTARY PUBLIC