

4519204

When Recorded Mail To:

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08 SEPTEMBER 87 11:45 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RON A. RADDON
1380 E 4500 S SLC, UT 84117
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS THE BLUFF
AT HIDDEN VALLEY - PHASE II

TO WHOM IT MAY CONCERN:

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PART A. PREAMBLE.

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as The Bluff at Hidden Valley - Phase II, more fully described as follows:

Beginning at the southeast corner of Lot 13, Hidden Valley Hills No. 5, which point is 202.16 ft. N.89°54'31"W. and 1134.64 ft. S.35°00'00"W. from the North quarter corner of Section 28, T. 3 S., R. 1 E., S.L.B. & M.; said point of beginning is the southeast corner of lot 13 of Hidden Valley Hills No. 5, corner of beginning being on the arc of a 800.00 foot-radius curve to the left the center of which bears S.55°00'00"E.; thence Southwesterly 374.57 ft. along the arc of said curve through a central angle of 26°49'35"; thence N.89°11'01"W. 222.26 ft. to a point on the arc of a 630.00 foot-radius curve to the right, the center of which bears S.89°11'01"E.; thence Northerly 37.99 ft. along the arc of said curve through a central angle of 3°27'18"; thence West 440.94 ft.; thence N.22°22'14"E. 267.74 ft.; thence N.34°21'14"W. 102.73 ft.; thence N.55°00'00"W. 175.00 ft.; thence N.42°35'33"W. 51.20 ft.; thence N.55°00'00"W. 100.00 ft.; thence S.68°00'00"W. 100.00 ft.; thence N.22°00'00"W.

105.00 ft.; thence N.1°28'57"E. 85.98 ft.; thence N.35°00'E. 50.00 ft.; thence N.55°00'00"W. 15.00 ft.; thence N.35°00'00"E. 156.00 ft. to a point on the southwesterly boundary line of Hidden Valley Hills No. 3.; thence along the southwesterly and southerly boundary lines of said Hidden Valley Hills No. 3 and Hidden Valley Hills No. 5 the following 6 courses: S.55°00'00"E. 957.60 ft. to a point on the arc of a 630.00 foot-radius curve to the right, Northeasterly 92.24 ft. along the arc of said curve through a central angle of 8°23'21" to a point of reverse curvature with a 15.00 foot-radius curve to the left, Northeasterly 5.18 ft. along the arc of said curve through a central angle of 18°31'59", S.66°32'20"E. 53.99 ft. to a point on the arc of a 2000.00 foot-radius curve to the left, the center of which bears N.48°44'03"W. Northeasterly 37.47 ft. along the arc of said curve through a central angle of 1°04'24", S.55°00'00"E. 135.68 ft. to the point of beginning, containing 9.7635 acres.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements among itself and the several purchasers of said property and among the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following protective covenants, agreements, restrictions, and conditions, among itself and the several owners and purchasers of said property as among themselves and their heirs, personal representatives, successors and assigns:

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to the lots included in the subdivision known as The Bluff at Hidden Valley-Phase II, as recorded with the Salt Lake County, Utah Recorder's Office.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

a. General. No lots shall be used except for residential purposes. No building shall be erected, altered, placed or

permitted to remain on any lot other than one dwelling not to exceed two stories in height and private attached garages for not less than two vehicles. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with the Sandy City Hillside Ordinance, and the Neighborhood Grading and Drainage Plan, as approved by Salt Lake County Flood Control for the subdivision and the individual lots therein.

b. Lots 201-205.

1. In addition to the general restrictions in subparagraph (A) above, the grading, drainage, home placement, and landscaping plans for Lots 201 through 205 must be submitted to and approved by the Sandy City Planning Commission prior to the issuance of a building permit. Each lot shall be sloped so as to drain from the back of the lot to the street. No drainage course of any kind shall be permitted over the hill crest and through or upon any 30% sloped land area. All land area located in any lot equal to or in excess of a 30% slope shall be left in its natural unaltered state and condition; no fences of any kind shall be erected thereon; and all landscaping in between the 30% slope and the crest of the hill shall also be submitted to and approved by the Sandy City Engineering Department prior to commencement of such work.

2. All lot fencing shall be chain link, green polyvinylchloride ("PVC") coated by the fluidized bed method with a thermal bond between the PVC and the galvanized wire substrata. The PVC shall be a minimum of 7 mils thick, the zinc galvanizing shall be a minimum of .3 ounces per square foot. No deviation from these fencing specifications shall be permitted unless approved in writing by the Sandy City Planning Commission.

C-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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

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After the date of filing of these covenants and conditions, no tree shall be permitted to grow to such a size that it substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any tree so impairs the view from another lot and to order the cutting back, or, if necessary the removal, of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot on which the tree is located.

Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

C-3. DWELLING QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one story open porches shall not be less than 1,300 square feet for a one story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall not be less than 1,800 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches shall total not less than 2,000 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 2,000 square feet with the above ground level being not less than 1,300 square feet, exclusive of garage and any one story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

C-4. BUILDING LOCATION.

a. General.

1. No building shall be located on any lot nearer than 30 feet to the front lot line and no building shall be located on the radius of a cul-de-sac lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.

2. No building shall be located nearer than 8 feet to an interior lot line, except that one foot minimum side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

b. Lots 201-205. In addition to the general restrictions in subparagraph (a), no buildings shall be located in the lot area which slopes from the crest of the lot toward and through the 30% sloped area. The rear building set back shall be at least 10 feet from the crest of the hill (continuous upslope or downslope) and at least 20 feet from the commencement of the 30% sloped area. As many trees as possible must be save, and those which are removed must be replaced on a one-to-one basis. This includes the shrub type trees located on Lots 202 and 203.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with. No lot or lots may be redivided for the purpose of creating any additional building sites.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on 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 of flow of 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.

C-7. NUISANCES. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Neighborhood. No automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, boat, trailer, truck camper, mobile home, basement, tent, shack, garage, barn or other out building, shall be kept, placed maintained or used on any lot at any time either temporarily or permanently.

C-9. PRIVATE RESIDENCE; MOVED STRUCTURES: Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises. No incomplete building shall be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee, in writing, and then only for reason beyond the control of the Committee.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except the 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.

C-11. 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.

C-12. 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.

C-13. 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 and away from the public view.

C-14. SIGHT DISTANCE AT INTERSECTIONS. 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 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Ronald Raddon, 1380 East 4500 South, Holladay, Utah; Kenneth M. Young, 15 Lone Hollow Drive, Sandy, Utah; and Peter M. Coats, 11886 Cedar Ridge Road, Sandy, Utah. 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 shall have full authority to designate 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.

D-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 representatives fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-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 40 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 amend, modify or terminate the covenants in whole or in part.

E-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.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

E-4. AMENDMENT. These covenants may be amended, modified or terminated by the written acceptance of two-thirds (2/3) of the fee simple title owners.

DATED this 19 day of August, 1987.

HIDDEN VALLEY GENERAL PARTNERSHIP

By Elwood P. Powell
Agent

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

On the 19th day of August, 1987, personally appeared before me Elwood P. Powell, the signer of the within instrument, who being by me duly sworn did say that he is the duly designated agent of Hidden Valley General Partnership, a Utah partnership, and that the within and foregoing instrument was signed in behalf of said partnership pursuant to a special power of attorney, and the said Elwood P. Powell duly acknowledged to me that he executed the same on behalf of said partnership.

Subscribed and sworn to before me this 19th day of August, 1987.

Dwight A. Dill
Notary Public

Residing in:
Sandy, UT

