

# 50460

AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS AND  
COVENANTS APPLYING TO PLAT A AND PLAT B,  
HOLIDAY HILLS PLANNED DWELLING GROUP  
UTAH COUNTY, UTAH

WHEREAS, Canyon Investment Company, a Utah Corporation, is the owner in fee simple of the following described property:

Beginning from Northeast Corner Special Section No. 63, approximately 50.2 chains North and 41.4 chains East of Southwest Corner of Section 21, Township 7 South, Range 4 East, Salt Lake Base and Meridian; thence South 26 deg. 32' West 1386.8 feet; thence North 47 deg. 42' West 840.9 feet; thence North 31 deg. 57' East 82.4 feet; thence North 35 deg. 46' East 133.0 feet; thence North 46 deg. 46' East 133.0 feet; thence North 50 deg. 35' East 245.7 feet; thence North 47 deg. 26' East 92.7 feet; thence North 35 deg. 35' East 92.7 feet; thence North 32 deg. 26' East 196.0 feet; thence North 31 deg. 23' East 174.5 feet; thence South 68 deg. 35' East 553.5 feet to point of beginning,

WHEREAS, Canyon Investment Company, as owner of said land, desires to place protective restrictions and limitations against and create covenants in respect to the title to said land,

NOW, THEREFORE, in consideration of the premises, the following restrictions and limitations are hereby established and created, and declared to be covenants running with the title and appurtenant to the land hereinbefore described, and each and every part thereof, and the undersigned owner hereby declares that the aforesaid land is to be held and conveyed, subject to the following reservations, restrictions and covenants, to-wit:

1. That these covenants or restrictions shall run with the land and all persons or corporations who shall hereafter acquire any interest in any of the land hereinbefore described, shall be held to agree and covenants with the owner of said land, his heirs, grantees, successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon, for a period from date to January 1, 1985, at which time said covenants shall be automatically extended for successive periods of five years unless by vote of a two-thirds majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

2. All individuals and/or corporations owning property within the said Planned Dwelling Group shall, by virtue of their said ownership, become members of an association, from which a board of directors shall be elected pursuant to the bylaws of the association. Said board of directors is referred to herein as "the board of directors." The owners shall be entitled to one vote for each owned lot.

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3. That none of the said land or fraction thereof shall be improved, used or occupied for any other than private residence purposes, and no store, shop or apartment house intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy of not more than one family and its servants, and shall be detached single family dwellings not to exceed two stories in height and a private garage for not more than two automobiles.

Any dwelling erected on said lands shall have a ground floor area of not less than 500 square feet, exclusive of open porches and garages.

4. No building or other structure shall be erected, placed nor altered in this Planned Dwelling Group until the plans, specifications and plot layout have been approved, in writing, by the board of directors. In the event of the death or resignation of any member of the board of directors, the remaining member or members shall have full authority to act for the board of directors.

5. No commercial enterprise or offensive trade or work shall be carried on upon any part of said land, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No trash, ashes or refuse may be kept, thrown or dumped on any lot. All persons acquiring land in this subdivision shall be obligated and required to prevent nuisances from existing on said acquired land. In the event such owner permits such nuisances to exist, the board of directors may have such condition removed and corrected and the cost thereof shall be paid by the owner of the said land.

6. There shall be no stabling or keeping of domestic animals or poultry within the confines of this Planned Dwelling Group, with the exception of household pets, and such household pets, if any, shall be kept under close supervision by the owner thereof.

7. No living trees shall be removed by any owner without the express permission and approval of the board of directors.

8. Easements for utility installation and maintenance are reserved as shown and designated on the official plats of Holiday Hills Planned Dwelling Group.

9. Whoever acquires the ownership of one or more of the lots shown hereon also acquires a beneficial right in perpetuity to the use and enjoyment of land contained in Lot #38 of Plat "A" in common with all other owners.

10. Costs of maintaining roadways and play areas and other association costs shall be the sole responsibility of the lot owners and said costs shall be shared by lot owners on a pro rata basis. Failure to pay such pro rata share by any owner shall be referred to the board of directors for appropriate action, as specified in the bylaws. The action may include appropriate legal proceedings by the board of directors on behalf of the other owners to deprive said owner of the property owned by him, or a part thereof, in this Planned Dwelling Group. Any such unpaid costs shall constitute a lien against the property of the non-paying owner.

11. If any owner in said subdivision, his heirs or assigns shall violate any of the covenants or restrictions herein provided, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

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

CANYON INVESTMENT COMPANY

BY [Signature]  
THOMAS J. MATHIESEN, President  
Thomas J Mathiesen

ATTEST:

Penelope P Mathiesen  
PENELOPE P. MATHIESEN, Secretary

STATE OF UTAH )  
                              : SS.  
COUNTY OF UTAH )

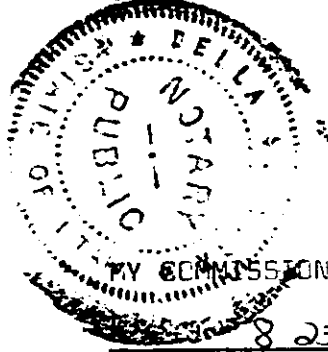
\$0 Box 84  
Springville, UT

1979 DEC 28 PM 12: 36  
NINA B. HEID  
UTAH COUNTY RECORDER  
DEPUTY  
PR. ABS. FEE. 22.50  
DESC.

RECORDED AT THE REQUEST OF  
Thomas J Mathiesen

50460

On the 28<sup>th</sup> day of December, 1979, A.D., personally appeared before me THOMAS J. MATHIESEN and PENELOPE P. MATHIESEN, who being by me duly sworn did say, each for himself, that he, the said Thomas J. Mathiesen, is the president, and she, the said Penelope P. Mathiesen, is the secretary of Canyon Investment Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of a majority of the owners taken at the annual meeting held August 18, 1979, and said Thomas J. Mathiesen and Penelope P. Mathiesen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Bella J Cook  
NOTARY PUBLIC

RESIDING AT: Provo Utah

MY COMMISSION EXPIRES:  
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