

MNT 96015786
WHEN RECORDED MAIL TO:
MARK A. MAXFIELD
547 S. 1200 E SLC, UT 84102

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on May 31, 1996, is by Sheffield Development, Inc., a Utah corporation with its principle place of business as 720 S. River Road Suite 103-E, St. George, Utah 84790, hereinafter referred to as "Declarant".

WHEREAS, declarant is the legal titled owner of certain real property known as HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT ("The Property") which is more particularly described below under "Boundary Description".

NOW, THEREFORE, Declarant hereby declares that all of the following property described below shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, conditions and liens herein set forth, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

BOUNDARY DESCRIPTION

Beginning at a point that is N.00°25'59"W. 554.110 feet from the Southeast corner of Section 21, Township 3 South, Range 1 East, Salt Lake Base & Meridian; thence N.00°25'59"W. 379.620 feet to a point of a 827.710 foot radius curve to the left (bearing to center of curve bears N.01°01'16"W.), thence Northeasterly 195.162 feet along the arc of said curve; thence N.75°28'10"E. 146.570 feet to a point of a 1143.740 foot radius curve to the left (bearing to center of curve bears N.14°31'50"W.), thence Northeasterly 134.080 feet along the arc of said curve; thence S.23°30'00"E. 410.842 feet; thence N.89°43'31"W. 307.220 feet; thence S.72°31'18"W. 241.113 feet; thence S.67°12'18"W. 93.375 feet to the point of beginning. Contains 4.377 acres equal to 20 lots.

IT IS FURTHER DECLARED, that lots situated in HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT shall be subject to this entire DECLARATION; that Declarant conveyed to HIDDEN VILLAGE ESTATES HOME OWNERS ASSOCIATION by recordation of the plat good and marketable title, free and clean of all liens and encumbrances all common areas situated in HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT; subject to this DECLARATION; and that the following additional terms and restrictions shall apply:

1. Form of Conveyance. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved in this development as follows:

9829639

BK 7434 PG 2742

"LOT NO. _____ contained within HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT, as said Lot is identified in the Plat of said Development and in the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN VILLAGE ESTATES PLANNED UNIT DEVELOPMENT" recorded in the Recorder's Office of Salt Lake County, State of Utah, subject to the limits and together with a right and easement of use and enjoyment in and to the common areas described, and as provided for, in said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS."

2. Land Use and Building Type. Lots shall be used only 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-and-one-half-stories in height and have not less than a two-car garage. All construction is to be of new materials. Used brick may be used with prior written approval of the Architectural Control Committee as hereinafter defined.

3. Residence Size. The floor space of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand three hundred (1,300) square feet for a one story dwelling above ground, nor less than one thousand five hundred (1,500) square feet for a dwelling of two stories above ground. Split entries, bi-level splits, tri-levels and one-and-a-half story homes, etc. shall fall under the same square footage requirements and shall be reviewed and defined by the Architectural Control Committee.

4. Building Location.

(a) Front. No building shall be located any closer to the front property line than twenty (20) feet, nor nearer to a side street if on a corner, than twenty (20) feet.

(b) Rear. No building shall be located nearer than twenty (20) feet to the rear of any property line or 30% slope line as indicated on the recorded plat whichever is nearer; unless the rear property is irregular in shape, in which case it shall not be closer than an average of twenty (20) feet to the rear line or 30% slope line and no closer than ten (10) feet at the closest point. Lot 2 shall have a thirty (30) foot rear yard setback.

(c) Side Yards. Homes shall have a minimum side yard requirement of six (6) feet on each side. For the purpose of this covenant, eaves, steps, porches and chimneys shall not be considered part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot. Lot 20 shall have a side yard requirement of twelve (12) feet on the west side of the lot.

(d) Sensitive Area Overlay Zone. The Property lies within a Sensitive Overlay Zone. There are special requirements that must be met in regards to building and landscaping in this zone. Plans must be approved by Sandy City Building Department prior to issuance of permits. One of these requirements is an impervious material coverage limit of 40% on lots 13-20 and 45% on all others.

5. Building Materials.

(a) Exterior. Homes built within The Property shall be constructed with exterior materials of brick, stone or stucco in a mixture approved by the Architectural Control Committee to provide a maintenance free exterior in the community. Aluminum soffit and facias are required unless a variance is granted by the Architectural Committee.

(b) Roof Materials. A minimum roof material shall be a (25) year warranted architectural grade asphalt shingle. Upgrades such as shake shingle or bar tile or a higher year warranty asphalt shingle are allowed. A smooth shingle system is prohibited.

6. Easements. Easements for installation and maintenance of utilities, drainage facilities, and underground water lines are reserved as shown on the recorded plat. No permanent structure shall be constructed on any such easement.

7. Temporary Structures. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other out buildings) shall be used on any lot at any time as a residence.

8. Landscaping. Landscaping of each lot shall be completed within six months following the time that the residence located thereon has been occupied. Automatic sprinklers shall be installed, which shall also cover the parking strip in the front yards.

9. Fencing. Black vinyl-coated chain link fencing is required along the rear property lines of lots 13, 14, and 16-20 prior to occupancy. Additional fencing must be pre-approved and meet or exceed the minimum standard established by the Architectural Control Committee.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping or storage place for rubbish. Trash garbage or other waste shall be stored only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and kept out of sight from the street.

11. Parking. Overnight street parking of any vehicle is discouraged to facilitate a free flow of traffic, ease of snow plowing on the roads and public safety of the children in the neighborhood. No equipment or units of any kind, including but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snow mobiles, motor homes, motorcycles, motor bikes, all terrain vehicles or other similar units and any part thereof shall be parked or stored on any public street within The Property on a permanent or regular basis; nor shall they be parked or stored in any driveway or side yard on a permanent or regular basis. Back or side yards may be used for storage of such units only when garages, sheds, or concrete parking pads have been provided for such storage, and sufficient fencing has been installed to screen them from public view; in no event, however, shall such units be parked or stored in any area which is located between a line perpendicular to the front of the structure and facing the street.

12. Motorcycles and Motorbikes. Motorcycle, motorbikes, all terrain vehicles and other similar units shall not be used or ridden within The Property for recreational or sport purposes, except the same may be used to transport persons to or from any residence located within The Property. The purpose of this paragraph is to eliminate so-called "joy riding" within The Property, to eliminate undue noise and fumes and to promote public safety therein.

13. Antennas, Satellite Dishes, and Exterior Fixtures. No "ham radio" antennas will be allowed within The Property. Television antennas shall be installed only within the attic space of a roof. Any roof mounted cooler shall be installed only on the rear portion of the home so that it shall not be visible from the street or the front door of neighboring homes; otherwise they shall be prohibited. Window air conditioners shall only be allowed on the rear portion of the home, if at all. Satellite dishes may only be installed in the rear yards if they are screened by decorative fences approved by the Architectural Control Committee and built as low to the ground as possible while allowing them to function. All yard lights, mail boxes, window shades awnings, planters, window guards, light fixtures, fans and other similar items shall be pre-approved in writing by the Architectural Control Committee prior to installation on any building or within The Property.

14. Maintenance of Lots. All lots (improved or unimproved) shall be kept free of rubbish, weeds, etc., and shall be maintained in such a manner as to not detract from the residential quality of The Property. Sidewalks, curbs and gutters shall be kept clean, unobstructed and in good repair. During construction, equipment and debris shall be restricted to the owner's lot, and the site shall be maintained and cleaned regularly. If construction debris

becomes a problem, the Architectural Control Committee may require the use of a dumpster. Damage to surrounding lots by construction equipment shall be the sole responsibility of the lot owner to repair and replace.

15. Business or Commercial Activities. No commercial or business activities of any nature shall be engaged in or conducted within The Property.

16. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within The Property 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 provided that they do not become an annoyance or a nuisance, for any reason, to any owner or resident within The Property, and that such household pets shall be confined to the lot owner's property.

17. Architectural Control Committee.

(a) Plan Approval Required. No building or structure shall be constructed, erected, placed or altered on any lot, until the construction plans, specifications, and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship, materials, size, harmony of external design with existing and proposed structures, and as to location with respect to topography and finished grade elevation. No fence, wall, or hedge shall be constructed nor landscaping installed without the prior approval of the Architectural Control Committee. Interpretation for these covenants shall be governed by the Architectural Control Committee.

(b) Membership of Committee. The Architectural Control Committee shall initially be composed of Mark A. Maxfield, Guy Boulden, and Ray Clawson. A majority of the Architectural Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as each home has been completed within The Property or at the sole discretion of Declarant, whichever occurs first, the then record owners of the majority of the lot owners shall elect the membership of the Architectural Control Committee.

(c) Procedures. The approval or disapproval of the Architectural Control Committee, as required herein, shall be in writing. The Architectural Committee shall

approve or disapprove in writing within thirty (30) days after plans and specifications have been submitted to it. Failure to approve or disapprove within thirty (30) days of complete submission of all required documents shall be deemed to have had the plans approved.

(d) Variance. The Architectural Control Committee may grant a variance from a particular requirement upon application should they conclude such variance would not jeopardize the intent of these protective covenants, however, the committee shall be the sole judge of this determination.

(e) Concrete Bond, Association Fees, and Open Space Maintenance. At the closing of each lot, buyers will deposit \$500.00 with Architectural Control Committee for any and all potential concrete damage (including sidewalk and curbs, water meter boxes, water box lids or missing rings, etc.). Said deposits will be placed in an interest bearing account in the name of "THE HIDDEN VILLAGE ESTATES HOMEOWNERS ASSOCIATION" and will be released (less any damages) to buyers upon full bond release from Sandy City on The Property. Accruing interest in said account shall be used for maintenance of the open space. Should additional funds be necessary for the maintenance of the open space, additional Association Fees may be charged to each of the home owners in The Property provided that the fees not exceed \$10.00/month without a 2/3 majority approval of all current homeowners in the Project. The Architectural Control Committee shall be responsible for collection, maintenance, records and bookkeeping. Disbursements shall require a majority approval of the Architectural Control Committee.

17. Subdivision of Lots. No owner of any lot within The Property shall at any time be permitted to subdivide his lot into two or more partials less in square footage than the area of the lot as it was at the time of his initial purchase.

19. Adjacent Commercial Property. The Declarant is participating in the rezoning and development of a small commercial center north across the street of The Property. Even though The Property is independent of that commercial center, a lot owner who acquires a lot within The Property acknowledges the intent of the Declarant to develop and install such commercial property; therefore, the lot owner is fully informed of that condition and accepts the future development and/or existence of the commercial project by becoming a lot owner.

20. Enforcement. Enforcement shall be by proceeding 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.

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

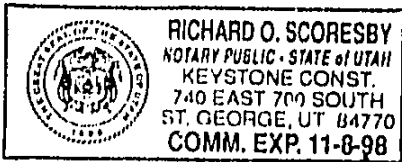
22. Acceptance of Restrictions. The purchase of any property within The Property, by accepting a deed or contract or any portion thereof, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements herein st forth.

Stephen N. Sheffield
Sheffield Development, Inc.
By: Stephen N. Sheffield, President

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 18th of June, 1996 personally appeared before me STEPHEN N. SHEFFIELD, acting as President of SHEFFIELD DEVELOPMENT, INC., a Utah Corporation, who signed the above instrument on behalf of the corporation pursuant to a corporate resolution.

Witness my hand and official seal.



Richard O. Scoresby
Notary Public
Residing in: St. George, Utah

6396286
07/01/96 1:21 PM 41.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY:D KILPACK ,DEPUTY - WI

BK 7434 PG 2748