

AMENDED AND RESTATED
RESTRICTIVE COVENANTS

HIDDEN COVE

A Subdivision in Summit County, Utah

WHEREAS, Hidden Cove is a subdivision (hereinafter referred to as the "Subdivision") situated in Summit County, State of Utah, to-wit:

Hidden Cove No. 1, a Subdivision of Summit County, according to the official plat thereof on file and of record in the office of the Recorder of Summit County, State of Utah;

and

WHEREAS, Restrictive Covenants have previously been recorded by the developer of the Subdivision and the initial term thereof of fifteen (15) years has expired; and

WHEREAS, the Hidden Cove Owners' Association, in a duly called meeting, voted to change the original Restrictive Covenants pursuant to the provisions of Article X thereof by a vote of the owners of a majority of the lots in the Subdivision and to file an Amended and Restated Restrictive Covenants incorporating said changes; and

WHEREAS, the undersigned Board of Trustees of the Hidden Cove Owners' Association has been authorized to execute and record this Amended and Restated Restrictive Covenants;

NOW, THEREFORE, the following restrictions, reservations and requirements are hereby restated and declared to be covenants running with the land hereinabove described, and the Hidden Cove Owners' Association hereby declares that the above-described land is to be held and conveyed subject to the following described restrictions, reservations and requirements:

I

RESIDENTIAL LOTS

Each and every lot included and contained in the Subdivision shall be known and is hereby designated as a residential lot, and, except as hereinafter provided, no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single family dwelling approved by the Board of Trustees as to size and design together with a private garage for the storage of automobiles. In addition to the dwelling and garage as hereinabove permitted, there may be erected, altered, placed or permitted to remain on such residential lots, storage or utility buildings, pens for common household pets and other similar structures where the location, size and design of each such structure is consistent with the permitted uses of the residential lots and has been approved by the Board of Trustees as hereinafter provided.

II

BOARD OF TRUSTEES

The Board of Trustees shall establish minimum standards to which buildings and structures in the Subdivision must conform and shall have complete power in its discretion to approve or reject any proposed structure or improvement upon any lot in the Subdivision, based upon compliance or non-compliance with said standards. The Board of Trustees shall act in all matters by a two-thirds (2/3) vote of the members of the Board necessary to constitute a quorum. A quorum of the Board shall be determined as provided in the Bylaws of the Hidden Cove Owners' Association.

III

BUILDING SIZE, DESIGN AND PLACEMENT

No building shall be erected, placed or altered on any lot in the Subdivision until a complete set of the building plans, specifications and plot plan showing the location of such building on the lot have been approved in writing by the Board of Trustees, including the conformity and harmony of external design with existing structures in the Subdivision, and the location of the building with respect to topography and finished ground elevations. Buildings will be required to be of such size, design and cost, and to be so placed on a lot, as the Board of Trustees may determine in applying the standards hereinabove referred to.

If the construction of any building or structure upon any lot shall require the removal of any conifer trees, the lot owner or owners shall, before removing, destroying or altering in any way such trees, receive the approval of the Board of Trustees, it being the intent and desire of the lot owners to preserve so far as possible the existing conifer growth in the Subdivision.

IV

STRUCTURES SPECIFICALLY PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in, upon or about any of the lots in the Subdivision shall at any time be used as a residence, either temporary or permanent, and no structure of a temporary character shall at any time be used as a residence. There shall not be erected, placed or permitted to remain on such residential lots stables, corrals, barns and other similar outbuildings, or any structures inconsistent with the provisions of Article I hereof.

No structure shall be moved on to any lots in the Subdivision unless such structure has been previously approved in writing by the Board of Trustees.

V

TRADES AND OFFENSIVE USE

No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision or any part or portion thereof, nor shall anything be done thereon which is or may become an annoyance or nuisance to the occupants of other lots in the Subdivision. The Subdivision is not intended to be divided for, and shall not under any circumstances be used for, commercial purposes. Large livestock,

including but not limited to horses, cattle, pigs and sheep, shall not be maintained or permitted on any lot or any portion thereof. This paragraph shall not restrict the use of lots in the Subdivision so as to prohibit the keeping and raising of common household pets, such as dogs and cats, as a hobby or for the personal use of the owners and occupants of such lots. Under all circumstances, however, the housing of such common household pets must be previously approved by the Board of Trustees and must be so constructed that it will not be unsightly or unsafe to other residents of the Subdivision. The permissible number of common household pets to be kept by each lot owner may be regulated by the Board of Trustees. In the event of a dispute over what constitutes a “common household pet” or “large livestock,” the decision of the Board of Trustees shall be final. No structures for the housing of common household pets shall be erected or maintained on any lot in the Subdivision in relationship to dwellings existing on other lots closer than 100 feet to any such other dwelling.

VI

SIGNS AND REFUSE

No signs, billboards or advertising structure may be erected or displayed on any of the lots in the Subdivision or on any part thereof, except that a single sign, no more than 3 x 5 feet in size, advertising a specific lot or house for sale or house for rent, may be displayed on the premises affected.

No trash, ashes, paper or other refuse of any kind shall be thrown, dumped, left or permitted to remain on any lot or portion thereof in the Subdivision.

VII

SEWAGE WATER AND UTILITIES

Until such time as a sanitary sewer system may be constructed to serve the Subdivision, an individual sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling, such installation to be made by and at the expense of the owner of the dwelling. The effluent from such systems shall not be permitted to discharge into any stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the said Utah State Department of Health. No outside privy, either temporary or permanent, shall be erected, used or permitted to remain on any lot in the Subdivision.

Culinary or domestic water shall be obtained and supplied to each lot in the Subdivision by Summit Water Company, pursuant to hook-up fees previously negotiated with Summit Water Company.

Any and all public utilities, including natural gas, electric power and telephone communication, shall be used by the owners of lots in the Subdivision under the rules and regulations prescribed by the company furnishing the public utility when and as said public utility becomes available to each lot owner, it being understood that the Hidden Cove Owners' Association shall be under no duty to supply any of such public utilities.

Easements for the installation of transmission lines, or pipe and related facilities connected with said public utilities, are and shall be as reflected in the subdivision plat as recorded with the Summit County Recorder.

VIII

HIDDEN COVE OWNERS' ASSOCIATION

Each owner of one lot in the Subdivision shall be a shareholder (one share per lot) in a non-profit corporation organized under the laws of the State of Utah and known as Hidden Cove Owners' Association. The Association shall have the powers and responsibilities set forth in the Articles of Incorporation and Bylaws of the Association, including the power to enforce compliance with these Restrictive Covenants. Assessments levied by the Association on the shareholders shall be a lien upon the real property interests of the shareholders and upon their shares in the Association.

IX

RESTRICTIONS TO RUN WITH THE LAND

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in any lot in the Subdivision or any part thereof until 10 years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of 10 years unless by vote of the owners of the then majority of said lots it is agreed to change these covenants in whole or in part. These covenants, restrictions and requirements may be amended, modified or changed in any way at any time while in effect by a vote of the then owners of three-fourths (3/4) of said lots.

X

PENALTY FOR VIOLATION

If the parties now claiming any interest in lots in the Subdivision, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other lot or lots in the Subdivision, or for the Board of Trustees, to initiate proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate such covenant or restriction and thereby either prohibit him from so doing or recover damages or seek other appropriate relief for such violation.

XI

SAVING CLAUSE

If any covenant, restriction or provision hereinabove set forth be declared invalid or unenforceable by a judgment or order of any court of competent jurisdiction or by other official decree, such action shall not affect in any way any of the other provisions hereof, which shall remain in full force and effect.

DATED this (20) day of (April), 1981.

HIDDEN COVE OWNERS' ASSOCIATION

By (Sam Coleman)
Sam Coleman, President

Attest:

(Jean Hottinger)
Jean Hottinger, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF)

On the (20) day of (April), 1981, personally appeared before me SAM COLEMAN and JEAN HOTTINGER, who being by me duly sworn did say, each for himself, that he, the said SAM COLEMAN, is the President, and she, the said JEAN HOTTINGER, is the Secretary, of HIDDEN COVE OWNERS' ASSOCIATION, a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said corporation, by authority of a three-fourths (3/4) vote of all lot owners in the Hidden Cove No. 1 Subdivision and by the Association's Board of Directors, and the said SAM COLEMAN and JEAN HOTTINGER each duly acknowledged to me that the said corporation executed the same and that the seal affixed is the seal of said corporation.

(Cheryl Simmons)
NOTARY PUBLIC

Residing at (Salt Lake County)

My Commission Expires:
(7-22-82)