

RECORDED 5-15-80 AT 12 N.M. BOOK 216 PAGE 165

REQUEST OF Forman Corporation

FEE PAID - JANET J. LUND, SANPETE COUNTY RECORDER

\$ 9.00 BY Janet J. Lund DEPUTY

## DECLARATION OF PROTECTIVE COVENANTS

FOR

HIDEAWAY VALLEY, PLAT A

Hideaway Valley Plat  
 GRANTOR'S B.  
 GRANTEE'S 14

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plant A" and to be recorded in the Sanpete County Recorder's office. Grantor hereby makes and declares the following qualifications, limitations, restrictions, and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plant A".

I. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

II. NATURE AND INCIDENTS OF LOT OWNERSHIP

2.1 The development known as Hideaway Valley, Plat A, is a division of land into lots of approximately five (5) to twenty (20) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owned in the State of Utah, including without limitations, joint tenancy, or tenancy in common.

2.2 Easement for Access to lot: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant of the Association provides a suitable easement at any time in the future, each Owners, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "Mortgage" herein shall include trust deeds. The term "mortgagee" shall include the grantee, trustee or other holder of the trust deed.

2.3 Easements of Access for Repair, Maintenance and Emergencies: Owners of the other lots shall have the irrevocable right of Easements and access for repair, maintenance and emergencies. This right is to be exercised by the Association or its agents.

III. MECHANIC'S LIEN RIGHTS

3.1 Mechanic's liens: no labor performed or material furnished for use in connection with any lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the lot of any other Owner not expressly consenting to or requesting the same.

IV. THE ASSOCIATION

4.1 Membership: Every owner shall be entitled and required to be a member of the Hideaway Valley Property Owners Association, Inc. a non-profit corporation herein after named the "Association". If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the lot is held. An Owner shall be entitled to one membership for each lot

263528

ENTRY NO. 263528  
RECORDED 4-2-82 AT 8:30 M. BOOK 234 PAGE 489-493  
REQUEST OF Formen Corp.  
FEE PAID - JANET J. LOND, SANPETE COUNTY RECORDER  
\$ 36.50 BY [Signature] DEPUTY

Hideaway Valley Lot 1 Shew 58-A-1  
Amendment to the

GRANTOR'S B F  
GRANTEES N

"Declaration of Protective Covenants"

for  
Hideaway Valley, Plat A

By unanimous decision Backman Title Company and Formen Corporation hereby amend the "Declaration of Protective Covenants for Hideaway Valley, Plat A as recorded in the office of the Sanpete County Recorder, 5-15-1980, Book 216, page 160 thru 165 to read as herein declared:

1. Section VI, paragraph 6.4 shall be amended in its entirety to read as follows;

6.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessmentssshall be made on May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1, of each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before January 1, April 1, July 1, and October 1 next succeeding the date of assessment; Provided, however, that the first annual assessments shall be for the balance of the fiscal year remaining after the date thereof as the date of commencement of the Project. Each annual assessment shall bear interest at the maximum lawful interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided

Hideaway Valley  
011628

AMENDMENT TO THE  
BY-LAWS  
OF

ENTRY NO. BK 310 PG 427-429

HIDEAWAY VALLEY  
PROPERTY OWNERS ASSOCIATION, INC.  
A NON-PROFIT CORPORATION

1990 NOV 19 AM 11: 20 \$234.00

REQUEST OF HVPOA  
JANET J. LUND SANPETE CO. RECORDER

BY     DEPUTY

By majority vote at duly noticed meeting called June 16, 1990, hereby amend the By-Laws for Hideaway Valley, Plat A Lots 1-58, Plat B Lots 1-97, Plat C Lots 201-377, Plat D Lots 378-462, and Plat E Lots 463-496, as recorded in the office of the Sanpete County Recorder, to read as herein declared:

ARTICLE 1.  
OFFICE

The Principal office of the Association shall be:

P O Box 575711  
Salt Lake City, UT 84175-5711

SECTION 2.1 - ANNUAL MEETING

The annual meeting of the members shall be held in April of each year, to run consistent with the Association's fiscal year, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such a date falls upon a legal holiday, the meeting shall be held on the next succeeding business day and further provided that the Board of Trustees may, by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the current members shall elect trustees for one two (2) year term to serve until their successors shall be elected and shall qualify. For the annual meeting in 1991, the top three (3) elected trustees will serve two (2) year terms and the other two (2) trustees will serve one (1) year terms. Thereafter, each annual meeting election of trustees will be for two (2) year terms with one half (1/2) of the trustees being elected each year. Only current members, on all lots owned, of the Association shall be elected trustees.

The term "current members" shall mean those members who have paid the current dues at least 30 days prior to any regular, annual or special meeting and are not in default with respect to any dues owed to the Association.

SECTION 2.5 - VOTING REQUIREMENTS

At any regularly scheduled or special meeting, the current members present in person or represented by proxy at such meeting shall constitute a quorum and shall decide by a vote of the majority any question brought before such meeting, including the election of trustees unless the question is one upon which, by express provision of the statutes of the state of Utah or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing and they shall be marked as such on the envelope, postmarked and delivered unopened to a credentials committee consisting of the President, a Vice President and Secretary of the Association at least ten (10) days prior to said annual meeting. Proxies for special members meetings must be postmarked and delivered unopened to a credentials committee at least five (5) days prior to the holding of such special members meetings. All proxies not meeting these conditions shall be void. All designated proxy voters must be current members. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. On all matters presented to a vote of the members, the holder of each membership shall have one vote per lot.

427

No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of the

011619

ENTRY NO. BK 310 PG 425-426

1990 NOV 19 AM 11:19 \$234.  
HVPOA

AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
HIDEAWAY VALLEY  
PROPERTY OWNERS ASSOCIATION, INC.  
A NON-PROFIT CORPORATION

REQUEST OF  
JANET J. LUND SANPETE CO. RECORDER

BY: [Signature] DEPUTY

Hideaway Valley

By majority vote at duly noticed meeting called June 16, 1990, hereby amend the Articles of Incorporation for Hideaway Valley Plat A Lots 1-58, Plat B Lots 1-97, Plat C Lots 201-377, Plat D Lots 378-462, and Plat E Lots 463-496 as recorded in the office of the Sanpete County Recorder, to read as herein declared:

ARTICLE VI.  
TRUSTEES

The corporation shall have a Board of trustees which shall consist of a variable number of trustees of from five (5) to nine (9) with an uneven number of trustees serving as the majority of the members may from time to time determine. Election or removal of Trustees may be accomplished by cumulative voting of the members. Until a determination is made in the future by the Board of Trustees, the Board shall consist of five (5) trustees. In the event the majority of members decides to increase its number from time to time, the members shall themselves have the right to fill vacancies occasioned by such increase, and such newly elected trustees shall serve until the next annual meeting of the members and until their successors are duly elected and qualified.

ARTICLE VIII.  
AFFILIATION

Hideaway Valley Property Owners Association is not affiliated in any way with Formen Corporation, the developer of the subdivision. They are two separate organizations.

Date: November 11, 1990

Paula Hunsaker  
Paula Hunsaker - Trustee - President

Carol L. Clark  
Carol L. Clark - Trustee - V. President, Sec.

Darrell T. Lucas  
Darrell T. Lucas - Trustee

Eoyd Williams  
Eoyd Williams - Trustee

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared Paula Hunsaker, Carol L. Clark, Darrell T. Lucas, and Boyd Williams, known to me to be the persons whose names are on the Amended Articles of Incorporation, and that they have acknowledged to me that they have executed said Amended Articles of Incorporation for the purposes and consideration therein expressed, and as the act of Hideaway Valley Property Owners Association.

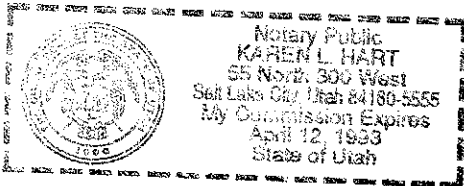
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of November, 1990.

Karen L. Hart  
Notary Public

Residing at Salt Lake County, UT

MY COMMISSION EXPIRES:

4-12-83



ENTRY NO. 253018  
RECORDED 7-30-80 AT 8:30 AM. BOOK 213 PAGE 134-140  
REQUEST OF Formen Corporation  
FEE PAID - JANET J. LUND, SANPETE COUNTY RECORDER  
\$ 10.00 BY [Signature] DEPUTY GRANTOR'S B  
GRANTEES H

DECLARATION OF PROTECTIVE COVENANTS

FOR

HIDEAWAY VALLEY, PLAT B

*Hideaway Valley Plat B*

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plat B" and to be recorded in the Sanpete County Recorder's office. Grantor hereby makes and declares the following qualifications, limitations, restrictions and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plat B".

I. GENERAL PURPOSES:

These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

II. NATURE AND INCIDENTS OF LOT OWNERSHIP:

2.1 The development known as Hideaway Valley, Plat B, is a division of land into lots of five (5) to approximately ten (10) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owned in the State of Utah, including, without limitations, joint tenancy, or tenancy in common. Lots 8, 35, 92 and 94 may, at the option of the owners thereof, be used for commercial purposes not materially incompatible with the general character of the area without requiring approval by the Covenants Committee. Commercial development of other lots shall be subject to such approval.

2.2 Easement for Access to lots: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant or the Association provides a suitable easement at any time in the future, each Owner, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "mortgage" herein shall include trust deeds. The term "Mortgagee" shall include the grantee, trustee or other holder of the trust deed.

2.3 Easements of Access for Repair, Maintenance and Emergencies: Owners of the other lots shall have the irrevocable right of Easements and access for repair, maintenance and emergencies. This right is to be exercised by the Association or its agents.

254849

ENTRY NO.

RECORDED 11-10-80 AT 8:30A M. BOOK 221 PAGE 78-84  
REQUEST OF Contracts Elk Ridge  
FEE PAID - JANET J. LUND SANPETE COUNTY RECORDER  
\$ 156.50 BY *Janet J. Lund* DEPUTY

*Hideaway Valley Plats 201  
Area 377-C  
Hideaway Valley Lots 378  
Area 462-D  
Hideaway Valley Lots 463  
Area 446-E  
GRANTOR'S B  
GRANTEES H*

DECLARATION OF PROTECTIVE COVENANTS

FOR

HIDEAWAY VALLEY, PLATS C, D, & E

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plats C, D, & E" and to be recorded in the Sanpete County Recorder's office. Grantor hereby makes and declares the following qualifications, limitations, restrictions and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plats C, D, & E."

I. GENERAL PURPOSES:

These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

II. NATURE AND INCIDENTS OF LOT OWNERSHIP:

2.1 The development known as Hideaway Valley, Plats C, D, & E, is a division of land into lots ranging in size from two (2) acres to thirty-five and three quarters (35.75) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owned in the State of Utah, including, without limitations, joint tenancy, or tenancy in common. Lot 213 may, at the option of the owner thereof, be used for commercial purposes not materially incompatible with the general character of the area without requiring approval by the Covenants Committee. Commercial or industrial development of other lots shall be subject to such approval.

2.2 Easement for Access to Lots: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant or the Association provides a suitable easement at any time in the future, each Owner, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "mortgage" herein shall include trust deeds. The term "Mortgagee" shall include the grantee, trustee or other holder of the trust deed.

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ENTRY NO.

RECORDED 11-10-80 AT 8:30A M. BOOK 221 PAGE 78-84

REQUEST OF Contracts Elk Ridge

FEE PAID - JANET J. LUND SANPETE COUNTY RECORDER

\$ 156.50 BY

Hideaway Valley Lots 21  
424 377  
Hideaway Valley Lots 378  
424 462-2  
Hideaway Valley Lots 463  
424 415-E  
GRANTOR'S B  
GRANTEES H

DECLARATION OF PROTECTIVE COVENANTS

FOR

HIDEAWAY VALLEY, PLATS C, D, & E

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plats C, D, & E" and to be recorded in the Sanpete County Recorder's office. Grantor hereby makes and declares the following qualifications, limitations, restrictions and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plats C, D, & E."

I. GENERAL PURPOSES:

These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

II. NATURE AND INCIDENTS OF LOT OWNERSHIP:

2.1 The development known as Hideaway Valley, Plats C, D, & E, is a division of land into lots ranging in size from two (2) acres to thirty-five and three quarters (35.75) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owned in the State of Utah, including, without limitations, joint tenancy, or tenancy in common. Lot 213 may, at the option of the owner thereof, be used for commercial purposes not materially incompatible with the general character of the area without requiring approval by the Covenants Committee. Commercial or industrial development of other lots shall be subject to such approval.

2.2 Easement for Access to Lots: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant or the Association provides a suitable easement at any time in the future, each Owner, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "mortgage" herein shall include trust deeds. The term "Mortgagee" shall include the grantee, trustee or other holder of the trust deed.

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