

DECLARATION OF RESTRICTIVE COVENANTS HIDDEN LAKE ASSOCIATION  
SUBDIVISION A SUBDIVISION IN SUMMIT COUNTY, UTAH

This Declaration of Restrictive Covenants made this 21<sup>st</sup> day of June, 2008 by HIDDEN LAKE ASSOCIATION, INC., A Utah Corporation.

WITNESSETH:

WHEREAS, the Corporation has subdivided the land described above into lots and streets as designed in a plat of Hidden Lake Association Subdivision recorded with the Summit County Recorder's Office and desires to place certain covenants and restrictions on said streets, roads, HLA structures, common property and utilities for the protection and benefit of the Corporation and its Members.

NOW, THEREFORE, together with the Articles of Incorporation and By-Laws, superior documents, and the Rules and Regulations the following covenants, restrictions, reservations, and requirements are hereby created and are declared to be covenants and the undersigned Hidden Lake Association, Inc. owner of said land, hereby declares that the above-described land is to be held and managed subject to the covenants, restrictions, reservations and requirements hereinafter provided.

HIDDEN LAKE ASSOCIATION

1. Every person acquiring legal or equitable title to any lot in the Subdivision shall become a member of the Hidden Lake Association, Inc., a Utah non-profit corporation. Each member covenants to promptly, fully and faithfully comply with and conform to the Articles of Incorporation, By-Laws of the Association and the Rules and Regulations prescribed by the governing board of said Association and its authorized officers and to promptly pay in full all dues, fees or assessments levied by said Association
2. Cabins being built or remodeled must have a signed HLA Building Committee Agreement posted with a Summit County Building Permit at all times.

## ROADS & PARKING AREAS

1. The Association shall be responsible for the maintenance of the roads within the Subdivision and the Association shall hold title for the benefit of the members to such other property as may be conveyed to it.
2. The Association shall be responsible for the establishment and enforcement of Rules and Regulations with respect to the use of the streets and roads within the Subdivision
3. The bridge across the Weber River may not be used to transport loads greater than 20 tons. Should there be need to transport loads greater than the posted weight limit, permission must be given in writing from the Director of Roads and Right of Way. Failure to have written permission is an automatic fine of \$500.00.
4. The Director of Roads and Right of Way shall install signs prohibiting access to vehicle travel when winter snow or other conditions develop to prevent unnecessary damage to road and water lines. Failure to obey the prohibition will result in a fine and charges for repairs.
5. Utah State Fire Codes prohibit blockage or obstruction of roads. Due to the width of Association roads, there shall be no overnight or prolonged parking on Association roads. All members and guests shall observe and abide by parking and traffic regulations as posted by the Association. Vehicles parked in violation of such regulations may be towed away at the owner's sole risk and expense.
- 6 Use of roads to transport equipment, trailers, etc., longer than 35 feet is prohibited unless written permission has been obtained from said Director.

7 PARKING AREAS: The parking areas may not be used for any purpose other than parking motor vehicles, small utility trailers and trailers used to transport ATV's and snowmobiles. Buses, large trucks, large trailers, recreational or commercial vehicles shall not be parked in said areas. However, members or guests may have use of parking areas for a period of 7 days with written permission from the Roads and Right-of-Way Director.

## WATER

The HLA water system is the most valuable asset HLA has. Therefore, strong measures shall be taken to protect this asset. The Association charter with the State of Utah gives HLA the use of water as recreational only. **Therefore, HLA does not guarantee a year round water supply.**

Culinary water shall be supplied by the Association to a point adjacent to each lot on the road or on easement lines indicated on the Subdivision Plan. A Water Member shall be required, at said member's expense, to install pipelines connecting a single dwelling to such a point. Water shall be accepted and used by said member in conformity with all By-Laws and Rules and Regulations. It shall be the Water Member's responsibility to maintain water lines from the member's side of the water meter.

1. Should a leak be detected and identified on the member's side, the meter shall be shut off until appropriate repairs are completed and approved by a member of the Water Committee.
2. Meters shall be installed by the Association to provide a history of water use to control loss and excessive use.
3. Water shall not be used for purposes other than culinary use. Outdoor use shall be prohibited except for emergency use.
4. Care must be taken in or about surrounding area's containing HLA springs or well. This shall be considered a restricted area and used only by the proper authority.
5. Fines shall be imposed for violations of water usage or improper access or usage of a restricted area.
6. Water shall be shut off at a service valve if leaving cabin for longer than 7 days.
7. Meters installed by the Association shall be operated only by authorized members of the Water Committee.

## LAKE

1. There shall be no motorized vehicle used on the Lake.
2. There shall be no cleaning of fish in or within 100 feet of the Lake.
3. There shall be no fires or fireworks around the Lake.
4. Members and guests shall be responsible for removal of all trash and garbage they create.
5. The use of firearms is strictly prohibited at the Lake or any common area, to include: pellet guns, BB guns, paint ball guns, bow & arrows.

## ELECTRONIC GATE

Use and care of our electronic gates shall be a high priority. Due to the complex nature of these gates, no person shall ride or hang on any part of the gate system. For security purposes, the gate system shall be equipped to gather and store gate operation information.

## PARKING AND STORAGE

PERSONAL PROPERTY: Vehicles and personal property parked or placed within Association property or any other place appurtenant thereto, shall be at the sole risk of the member. The Association shall not be liable for the loss, destruction, theft or damage to such property or vehicles.

## RECREATIONAL FACILITIES

USERS ASSUME THE RISK: All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use.

## FIRE IN COMMON AREAS

FIRES: No fires shall be allowed in Common Areas or the Lake unless approved by a fire authority of competent jurisdiction and the Fire Mitigation Committee.

## EMERGENCY SITUATIONS AND CONDITIONS

During emergency or exigent situations or conditions the Association shall have full authority to declare an emergency and regulate the use of the roads, water supply and any asset until the emergency or exigent situation or condition has been resolved.