

WHEN RECORDED RETURN TO:  
Cottage Place, L.L.C.  
308 E 4500 S #200  
Murray, Utah 84107  
(801) 506-9611

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ADAM GARDINER  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 29 P.

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16-29-182-003-0000

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COTTAGE COURT HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGE COURT HOMEOWNERS ASSOCIATION** (the "Declaration") made this 20<sup>th</sup> day of NOVEMBER, 2017, Cottage Place, L.L.C., Utah limited liability company (the "Declarant").

**RECITALS**

- A. The Declarant is the owner of certain land in Salt Lake City, Salt Lake County, Utah, shown on the Plat, (as herein after defined), recorded among the Office of the Salt Lake County Recorder. All the real Property situated in Salt Lake City, Salt Lake County, Utah, which is more particularly described as Exhibit A attached hereto and made a part hereof by this reference and any additional land that is annexed (the "Property") shall be subject to this Declaration.
- B. It is the intention of the Declarant to develop the land as a residential community, and to insure therefore a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the Property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:
- 1) To ensure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).
  - 2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.
  - 3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.
  - 4) To provide for the benefit of the Owners, the preservation of the Community, and the maintenance of certain shared responsibilities, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an Association to be delegated and assigned the powers of maintaining and enforcing all applicable Covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which Association shall be incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

THAT the Declarant does hereby establish and impose upon the Property the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

**ARTICLE I - DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to the COTTAGE COURT HOMEOWNERS ASSOCIATION, INC.

1.2 "Builder" shall mean any person or entity other than the Declarant, which shall, in the ordinary course of such person's business, construct a Dwelling on a Lot.

1.3 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded in the Recorder's Office and any Additional Property (as such term is hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded in the Recorder's Office. The Community is not a cooperative, nor does it contain any condominiums governed by the Utah Condominium Ownership Act.

1.4 "Declarant" shall mean and refer to Cottage Place, L.L.C., and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.5 "Development Period" shall mean the time between the date of recordation of this Declaration with the Recorder's Office and ending on the date the last Lot is conveyed to a Class A Member who intends to reside on such Lot. No rights, easements or other powers or privileges of Declarant under this Declaration shall terminate upon the expiration of the Development Period, unless the duration of any such right, easement, power or privilege is expressly limited to the Development Period.

1.6 "Dwelling" shall mean the residential Dwelling unit together with any other Structures on the same Lot.

1.7 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as Lots or plots of ground and designated by numerals on the Plat, on which a Dwelling is proposed to be constructed.

1.8 "Plat" shall mean and refer to the Plat entitled, "COTTAGE COURT" recorded among the Recorder's Office of Salt Lake County, Utah, and any Plats recorded among the Recorder's Office in substitution therefor or amendment thereof, plus any Plats hereafter recorded among the Recorder's Office of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Recorder's Office.

1.9 "Property" shall mean and refer to all of the real Property described in Exhibit A attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Recorder's Office.

1.10 "Owner" or "Owners" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in co-partnership, if the Lot is held in such real Property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real Property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Owner," however, shall not mean, refer to or include any contract purchaser nor shall it include a Mortgagee.

1.11 "Structure" means anything or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish," fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six inches (6") from that existing at the time of first ownership by an Owner hereunder other than the Declarant.

## ARTICLE II - COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **LAND USE.** There will be 8 Lots total. The 8 residential Lots, except as hereinafter provided, shall be used for private and residential purposes only and no Dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private Dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family detached Dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. No industry, business, trade or profession of any kind, whether or not for profit, shall be conducted, maintained or permitted on any part of the residential Lots except that any part of any Structure now or hereafter erected on any Lot may be used as an office or studio, provided that (i) the person using such office or studio actually resides in the Structure in which such office or studio is located, (ii) such office or studio is operated in full compliance with all applicable zoning and other laws, (iii) the operation of such office or studio does not involve the employment of any more than one (1) non-resident employee, and (iv) such office or studio does not occupy more than twenty-five percent (25%) of the total floor area of such Structure. The Association will have the ability to expand to include adjacent property, as stated in Article 3, Section 3.2.

2.2 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory Structures approved in advance by the Architectural Review Committee.

2.3 **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and/or model home and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.4 **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty feet (20') from either street line that will exceed three feet (3') in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight feet (8')).

2.5 **FRONT LAWN.** The area within the front of a Dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

2.6 **NEAT APPEARANCE.** Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards located in the rear portion of such Lot if such rear portion is fenced in by such Owner, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good Property management and maintenance. If, in the opinion of the ARC, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

2.7 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.8 **SUBDIVISION.** No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this Subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.9 **SIGNAGE.** Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than two feet by three feet (2' x 3')), and except as provided in Section 2.4 of this Article II, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The

provisions and limitations of this subsection shall not apply to any institutional first Mortgagee of any Lot who comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

2.10 **TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved Dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six inches (6") off the ground and twelve inches (12") away from any wooden Structure. No burning of trash shall be permitted on any Lot. All residential lot Owners shall place trash or other refuse into refuse containers provided by the Association at locations designated for trash deposits. Owners may not place any trash outside of such refuse containers or in any other location or container, except as designated by the Association. The cost of refuse containers shall be paid as an Association expense collected as part of the Annual Assessments.

2.11 **NON-INTERFERENCE WITH UTILITIES.** No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

### **ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

3.1 **PROPERTY.** The real Property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit A attached hereto, all of which real Property is referred to herein as the "Property."

3.2 **ADDITIONS TO PROPERTY.**

(a) It is contemplated that there may be an additional 8 Lots added to the homeowner's association, as shown on Exhibit C. The Declarant, its successors and assigns, shall have the right for fifteen (15) years from the date hereof or such lesser time as may be required by applicable law, to bring Additional Property within the scheme of this Declaration and within the Community (the "Additional Property") without the consent of the Class A members of the Association.

(b) The additions authorized under this Subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

#### ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 **MEMBERSHIP.** Every Owner of a Lot that shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 **CLASSES OF MEMBERSHIP.**

(a) The Association shall have two (2) classes of voting membership:

(i) **Class A.** Class A members shall be all Owners, but excluding the Declarant and Builder until the Class B membership ceases. Class A members shall be entitled to one (1) vote for each residential Lot in which the interest required for membership in the Association is held. Except for the Declarant and any Builder, which shall initially be the Class B members, the Class A members shall be all Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) **Class B.** The Class B members shall be the Declarant and any Builder. The Class B members shall be entitled to three (3) votes per Lot for each Lot owned by them, in all proceedings in which actions shall be taken by members of the Association. Notwithstanding anything contained herein to the contrary, each Builder shall be conclusively deemed during the Development Period:

(A) To have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;

(B) To have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) Such proxy shall cease with respect to the votes appurtenant to a Lot when a Dwelling has been constructed on such Lot and legal title to such Lot is conveyed to a person who intends to occupy such Dwelling as a residence.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 **CONVERSION.** The Class B membership in the Association shall cease and be converted to Class A membership in the Association subject to being revived upon Additional Property being annexed to the Property pursuant to this Declaration, upon the earlier to occur of (i) December 31, 2055; or (ii) at such time as the Declarant or Builder no longer owns a lot in the Association. If after such conversion additional Property is made subject to the Declaration, then the Class B membership shall be reinstated until December 31, 2055. The Declarant and any Builder

shall thereafter remain a Class B member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant or the Builder then holds the interest otherwise required for Class B membership. Additionally, the Declarant or Builder can at any time, in its sole and absolute discretion give up its Class B membership and immediately convert to a Class A member.

#### **ARTICLE V - DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS**

5.1 **RESERVED RIGHTS OF DECLARANT.** Each Owner shall own its Lot subject to the following:

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat, except for the common side lines on the Lots, for the purposes of proper surface water drainage, for ingress and egress, for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Owner of the Lot. In addition, Declarant reserves unto itself and its designees a non-exclusive easement over and through the Property for installation, constructions, operation and perpetual maintenance of all telecommunications distribution systems located on and/or servicing the Property or reasonably necessary to serve the Property.

(b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, thru, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, thru, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat. Declarant reserves unto itself, and its successors and assigns, the right to install electric meters and gas meters on the end walls of the Dwellings. Any maintenance required as a result of the installation of said meters shall be the responsibility of the Association.

(c) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant

reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of performing the maintenance obligations of the Association, as more particularly described in Section 6; provided, however, that Declarant shall have no obligation to perform such maintenance. No right shall be conferred upon any Owner by the recording of any Plat relating to the development of the Property in accordance with such Plat, Declarant expressly reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

(d) Declarant further reserves unto itself, for itself and any Builder and their respective successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners for all purposes necessary or appropriate to the full and final completion of construction of the Community.

5.2 **INCORPORATION BY REFERENCE; FURTHER ASSURANCES.** Any and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

5.3 **DECLARANT'S RIGHTS DURING PERIOD OF DECLARANT CONTROL.** During the Period of Declarant Control (as described below), Declarant shall retain the authority to appoint or remove the members of the Board of Directors. For purposes of this Declaration and the By-Laws, the term "Period of Declarant Control" shall mean and refer to the period of time during which the Declarant owns any land within the Project. During the Declarant Control Period, the Declarant shall retain control, power, and authority over, and all decision-making ability or authority for the Association. The Declarant Period shall end when the declarant no longer owns any of the Property in the association.

## ARTICLE VI – MAINTENANCE OBLIGATIONS

6.1 **DECLARATION OF ACCESS EASEMENT AND PRIVATE DRIVEWAY MAINTENANCE AGREEMENT AND MASTER WATER METER.** This maintenance agreement is put in place to identify the shared access and maintenance responsibilities of the common use driveway and the master water meter. This document affects Lot 101, Lot 201, Lot 103, Lot 104, Lot 105, Lot 106, Lot 107, and Lot 108. This maintenance agreement is attached as Exhibit D.

## ARTICLE VII – ENCROACHMENTS

7.1 If any Structure or any part thereof, now or at any time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any common use area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any



easements arising under the provisions of this Article without specific or particular reference to such easement.

## **ARTICLE VIII - COVENANT FOR ASSESSMENT**

8.1 **COVENANT FOR ASSESSMENT.** The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for annual assessments or charges, and (b) special assessments or charges, for capital improvements, such Annual Assessments and special assessments and charges to be established and collected as hereinafter provided. The Annual Assessments and special assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article VIII and shall be construed as a real covenant running with the land. Such assessments or charges, together with interest at a rate of twelve percent (12%) per annum, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 **USE OF ASSESSMENTS.** The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services as well as fees paid to any management agent; (b) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (c) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (d) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements.

8.3 **ANNUAL ASSESSMENT.**

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or a Builder, the annual assessment shall be the aggregate of \$1188.00 for each Lot, payable at the rate of \$99.00 per month. The attached Budget is shown as Exhibit "B."

(b) From and after such date, the Annual Assessment may be increased each year by not more than fifteen percent (15%) of the Annual Assessment for the previous year without a vote of the membership of the Association.

(c) From and after such date the Annual Assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) For any Lot upon which Declarant or Builder holds title to a completed Dwelling, which Dwelling shall have had a use and occupancy permit issued six (6) months prior,

Declarant or Builder shall pay the assessments or charges described herein with the following allowance in each instance: Annual Assessments or charges made or levied against any Lot to which the Declarant or Builder hold record title shall equal twenty-five percent (25%) of the Annual Assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that the Declarant or Builder shall not pay more, or less, than twenty-five percent (25%) of the per Lot Annual Assessment established by the Association under this Section . For any Lot upon which no Dwelling has been constructed or no use and occupancy permit has yet aged six (6) months, and for any Lot upon which models are constructed by Declarant or Builder until such model is converted to residential use, no assessment or charge shall be made or levied by the Association.

8.4 **INITIAL CAPITAL CONTRIBUTION AND REINVESTMENT FEE.** To ensure adequate funds to meet the initial operating expenses of the Association, each Owner other than Declarant and Builder shall pay to the Community Association an amount equal to three (3) months of the amount of the then monthly Regular Assessment for that Lot ("Initial Capital Contribution"), as determined by the Board of Directors of the Association. The payment from each Owner (except for Declarant and any Builder) shall be due at the time such Owner takes title to any Lot and shall be applicable to both initial sales of Lots and all resales of Lots. Should the buyer of a Lot which has been resold by an Owner (other than Declarant or Builder) fail to pay the Initial Capital Contribution, then the selling Owner shall be liable for such amount to the Association. In addition to the foregoing, during the Development Period, Declarant has the right, but not the obligation, to make loans from time to time to the Association if Declarant deems the same to be appropriate, in its sole and absolute discretion, to enable the Association to pay all debts and maintain sufficient cash flow. If any such loans are made, repayment will be made to the Declarant, on such terms as Declarant may require, from time to time, and be paid from the Initial Capital Contribution, as determined in the sole discretion of the Board of Directors of the Association. The amounts set forth herein are not to be considered in lieu of annual Regular Assessments or any other Assessments levied by the Association.

8.5 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of meeting any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.6 **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 8.3 AND 8.4.** Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 8.3 and 8.4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.7 **COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.**  
(a) Subject to Subsection 8.3(d) above, the Annual Assessments as to any Lot shall commence on the date the Lot is conveyed to any person or entity other than the Declarant.

The annual assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, and shall be a lien for any month after the fifteenth (15th) day of that month.

(b) The due date of any special assessment under Section 8.4 shall be fixed in the resolution authorizing such special assessment.

8.8 **DUTIES OF THE BOARD OF DIRECTORS.**

(a) The Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) At least annually the Board of Directors shall prepare and adopt a budget for the Association. The Board of Directors shall present the adopted budget to the Owners at a meeting of the Owners for the management, the recorded Declaration of Access Easement and Private Driveway Maintenance Agreement and any other portions of the Property that the Association is obligated to maintain in accordance with the applicable provisions of this Declaration. A budget is disapproved if within 45 days after the date of the meeting at which the Board of Directors presents the adopted budget: (a) there is a vote of disapproval by at least 51% of all the allocated voting interests of the Owners; and (b) the vote is taken at a special meeting called for that purpose by Owners under this Declaration, the Articles of Incorporation, or the By-Laws. If a budget is disapproved, the budget that the Board of Directors last adopted that was not disapproved by Owners continues as the budget until and unless the Board of Directors presents another budget to Owners and that budget is not disapproved. During the Development Period, Owners may not disapprove a budget. Written notice of the Annual Assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Annual Assessment is fixed. No member may exempt itself from liability for assessments by abandonment of any Lot owned by such member.

(c) The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.9 **ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.10 **NONPAYMENT OF ASSESSMENT.** Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or without

waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Utah for the foreclosure of Mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action.

8.11 **SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot; provided, however, that the sale or transfer of any Lot pursuant to Mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.12 **ENFORCEMENT OF LIEN; APPOINTMENT OF TRUSTEE.**  
(a) The Association may establish and enforce the lien for any assessment, annual, special, or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the Covenants herein.

(b) Each Owner by accepting a deed to a Lot hereby irrevocably appoints and accepts Barry Gittleman, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, as amended (including Subsection 57-1-21(1)(a)(i) or (iv)). In addition, each Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real Property for the purpose of securing his performance of the obligations set forth herein. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to Barry Gittleman, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration.

8.13 **RESERVES FOR REPLACEMENTS.**  
(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the private driveway by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

## **ARTICLE IX - INSURANCE AND CASUALTY LOSSES**

9.1 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Owner of an improved Lot must

also maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance.

9.2 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement.

(b) If any Owner of an improved Lot fails to maintain the insurance required by Section 9.1 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

## ARTICLE X – MISCELLANEOUS

10.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

10.2 **ENFORCEMENT.**

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Owners for all costs and expenses for which it or they may be put as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

10.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Owner sells or otherwise transfers any Lot, any deed purporting to affect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and

liens set forth in this Declaration, whether or not the deed actually so states.

10.5 **NOTICES.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

10.6 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

10.7 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

10.8 **AMENDMENT.**

(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of at least two-thirds (2/3) of the Association shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.

(b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Recorder's Office of Salt Lake County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Owner, other than the Declarant, hereby grants to the president or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

10.9 **REQUIREMENTS TO TAKE LEGAL ACTIONS.** Notwithstanding the foregoing, neither the Community Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both Members entitled to cast

at least seventy-five percent (75%) of the votes held by all Owners other than Declarant, and at least seventy-five percent (75%) of the votes of Class B Member. Nothing in this Subsection shall apply to a civil or administrative proceeding which the Community Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, or (b) otherwise to enforce the Community Association's rights or another person's obligations under the Declaration, Community Bylaws or Community Articles on account of a default or otherwise.

*(signature page follows)*

WITNESS the hand and seal of the Declarant hereto on the day herein above first written.

WITNESS/ATTEST:

DECLARANT:

COTTAGE PLACE, L.L.C.

Holly A. Franklin

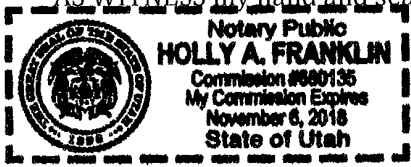
By: Hamlet Homes IV Corporation  
Its Manager

By: Barry Gittleman  
Barry Gittleman, President

STATE OF UTAH, COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 20th day of NOVEMBER 2017 before, me, the subscriber, a Notary Public of the State of Utah, personally appeared Barry Gittleman, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Homes IV Corporation, the Manager of Cottage Place, L.L.C., the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.



Holly A. Franklin  
Notary Public

My Commission Expires: 11/6/2018



EXHIBIT A

LEGAL DESCRIPTION PREPARED
COTTAGE COURT PARCELS
SALT LAKE CITY, UTAH

LEGAL DESCRIPTION

A portion of Lot 4, Block 28, 10 Acre Plat "A", Big Field Survey, more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block 28, 10 Acre Plat "A," Big Field Survey located N0°12'27"E along the monument line of 900 East Street 1,180.27 feet and East 27.94 feet from a Salt Lake County monument at 3900 South; thence N0°02'53"E along said Block line and the easterly line of 900 East Street 191.40 feet; thence N89°48'44"E 217.59 feet to the west line of HILLCREST GARDENS Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence S0°03'04"W along said plat 191.40 feet to the south line of said lot; thence S89°48'44"W along the south line of said lot 217.58 feet to the point of beginning.

Contains: 0.96+/- acres

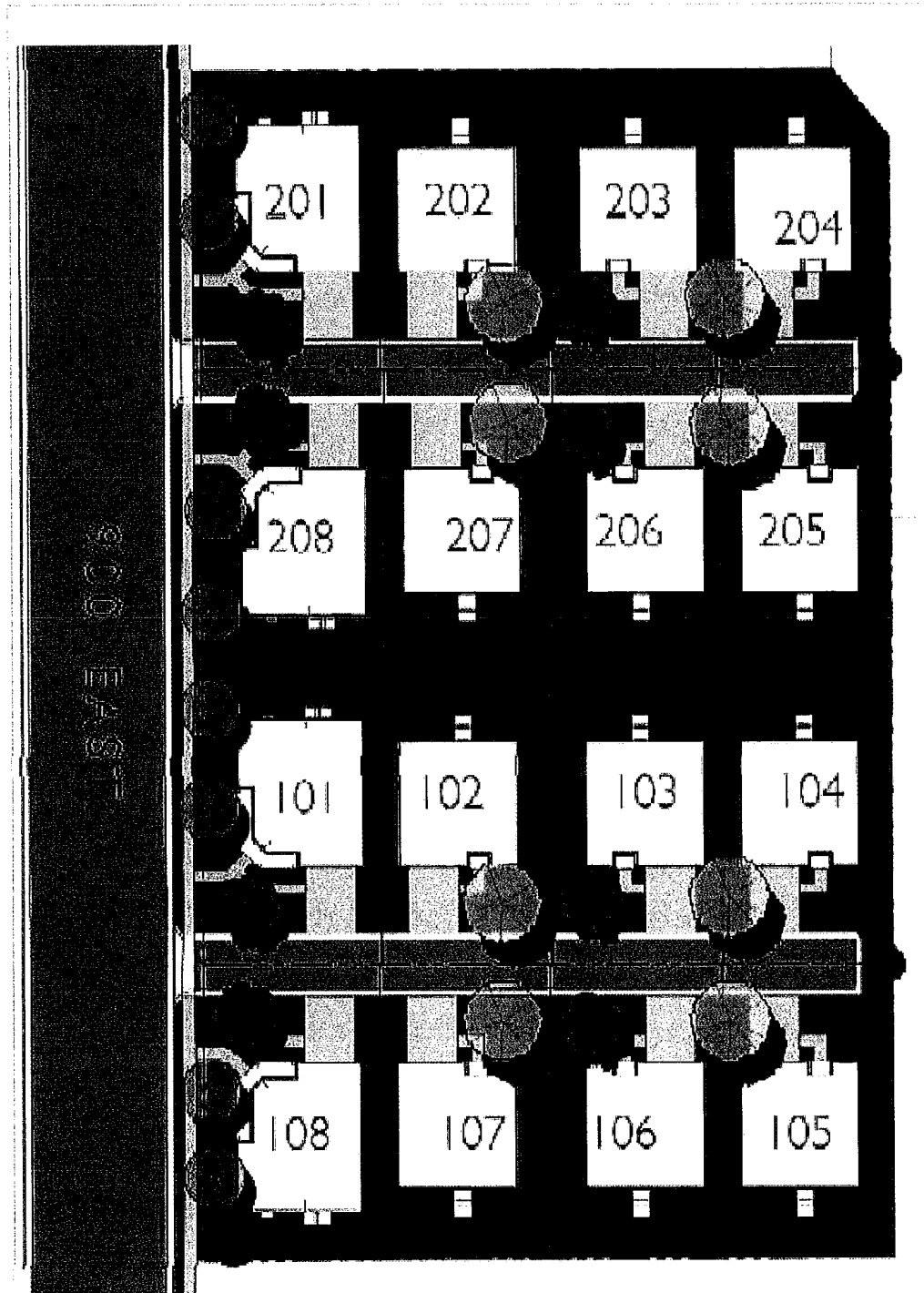
Legal description form for Cottage Court Subdivision Phase I, including a plat map, legend, and various legal sections such as 'Lenders Consent and Subordination', 'Acknowledgment', and 'Boundary Description'.

**EXHIBIT B**

**2017 Budget Cottage Court**  
11/15/2017

	<b>Annual</b>	<b>Monthly</b>	<b>8 homes per home/mo</b>
<b>Monthly Assessment</b>	<b>9,504.00</b>	<b>792.00</b>	<b>99.00</b>
<b>General &amp; Administrative</b>			
Management/Admin Fees	2,200.00	183.33	22.92
License, Taxes Fees	250.00	20.83	2.60
Insurance	550.00	45.83	5.73
Office Supplies	100.00	8.33	1.04
Miscellaneous	75.00	6.25	0.78
<b>Total</b>	<b>3,175.00</b>	<b>264.58</b>	<b>33.07</b>
<b>Utilities</b>			
Power	0.00	0.00	0.00
Sewer annual fee	175.00	14.58	1.82
Storm drain annual fee	104.00	8.67	1.08
Internet	0.00	0.00	0.00
Water - Master Meter/Interior/Exterior	4,850.00	404.17	50.52
Trash Removal (individual homes)	0.00	0.00	0.00
<b>Total</b>	<b>5,129.00</b>	<b>427.42</b>	<b>53.43</b>
<b>Maintenance</b>			
Grounds Maintenance	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00
Sprinklers	0.00	0.00	0.00
Snow Removal- Sidewalks & Driveway	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Reserves</b>			
Reserves Driveway	1,200.00	100.00	12.50
<b>Total</b>	<b>1,200.00</b>	<b>100.00</b>	<b>12.50</b>
<b>Total Expenses</b>	<b>9,504.00</b>	<b>792.00</b>	<b>99.00</b>
<b>Reinvestment Fee (3 mos dues)</b>			<b>297.00</b>

EXHIBIT C



**EXHIBIT D**

**Access Easement & Private Driveway  
Maintenance Agreement  
and  
Master Water Meter**

12662884  
11/20/2017 1:10:00 PM \$30.00  
Book - 10621 Pg - 4346-4354  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED RETURN TO:

Cottage Place, L.L.C.  
308 E 4500 S #200  
Murray, Utah 84107  
(801) 506-9611

16-29-329-003-0000, 16-29-329-004-0000, 16-29-329-069-0000,  
16-29-329-070-0000, 16-29-182-003-0000

**DECLARATION OF ACCESS EASEMENT  
AND  
PRIVATE DRIVEWAY MAINTENANCE AGREEMENT  
AND  
MASTER WATER METER**

This Declaration of Access Easement and Private Driveway Maintenance Agreement and Master Water Meter is executed by Cottage Place, L.L.C. (the "Declarant").

**RECITALS**

A. Declarant is the owner of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Plat Map (the "Plat") for Cottage Court Subdivision (the "Subdivision") was prepared by Dennis P. Carlisle, a professional licensed surveyor, certificate number 172675 according to the official records of the State of Utah.

C. This document affects Lot 101, Lot 102, Lot 103, Lot 104, Lot 105, Lot 106, Lot 107, and Lot 108, in the Subdivision (each a "Lot" and collectively "Lots").

D. An access easement and private driveway maintenance agreement and master water meter for the Lots which provides for the common use and maintenance of a shared private driveway as shown with particularity, as "28.0' PUE & DRIVEWAY EASEMENT" on Exhibit "B" (the "Common Driveway") and for a right-of-access over, across and through the Common Driveway in perpetuity is required.

E. The Lots and Common Driveway are depicted on the Plat and Site Plan copies of which are marked Exhibit "B," attached hereto and incorporated herein by this reference.

F. Declarant desires to create an access easement and private driveway maintenance agreement and master water meter hereby.

G. Declarant desires to provide that charges associated with the master water meter that serve the lots are to be paid for through assessments shown in the Cottage Court Budget attached as Exhibit "C."

## AGREEMENT

NOW THEREFORE, for the reasons recited above and based upon the promises and covenants set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant and any and all future owners, grantees, assigns, or successors in interest in and to the Property (each an "Owner" and collectively the "Owners") shall be subject to and bound by following terms and provisions with regard to the Property:

**1. Declarant's Property Subject to the Easements.** Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements, rights-of-way and maintenance obligations set forth herein (collectively "Easement"). Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Declarant's Property in perpetuity.

**2. Grant of Easement.** Declarant grants, declares, and covenants that the Common Driveway shall hereinafter be appurtenant to the Property and that Lot 101, Lot 102, Lot 103, Lot 104, Lot 105, Lot 106, Lot 107, and Lot 108 of the Subdivision shall be benefited and burdened by a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and across such portions of each of the respective Lots as are included in the Common Driveway. Lot 101, Lot 102, Lot 103, Lot 104, Lot 105, Lot 106, Lot 107, and Lot 108, shall be subject to all the benefits, burdens, rights, restrictions and costs described herein (collectively, the "Benefits and Burdens").

**3. Benefits and Burdens.** The mutual benefits and burdens herein include:

a. A non-exclusive easement over, across and through the Common Driveway for the purpose of pedestrian and vehicular traffic between each Lot and the road as shown on the Plat.

b. No Owner shall permit or suffer to be constructed or placed upon any portion of the Common Driveway any fence, wall, barricade, or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair vehicular or pedestrian traffic from one portion of the Common Driveway to another or shall otherwise unreasonably obstruct or interfere with the movement of vehicles upon or over the Common Driveway, except (i) as may be reasonably necessary or appropriate during periods that construction activities are ongoing or (ii) to the extent that it may be necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights in the public in any portion of any Lot or to the extent objectively necessary to prevent eminent damage to the Common Driveway, provided that any obstruction or interference permitted under this clause shall be done in a manner reasonably calculated to minimize its impact upon, and in reasonable cooperation with, the Owners of the other Lots comprising the Property.

**4. Restrictions of Use and Development.**

a. No Owner shall construct any building or other structure of whatsoever nature or allow any use of their respective portions of the Property if such construction or use would impair the use of the Common Driveway or violate any law, ordinance, or regulation.

b. The Common Driveway and the easements and other rights granted herein shall not be used for parking, except to the extent such an Owner is able to park on the Lot owned by such Owner without impeding or impairing in any way access to a Lot owned by another Owner.

c. The Common Driveway shall not be considered as parking available for any development or use of the Owner's Lot for purposes of compliance with parking laws, regulations, or ordinances, and each Lot must be used and developed with adequate parking facilities associated with each individual Lot.

d. No parking of any vehicle of any kind shall be allowed that could block access by fire or other emergency vehicles, equipment or personnel.

**5. Maintenance.**

a. The Owners shall be jointly and severally responsible for maintaining the Common Driveway, with the Owners of each Lot being responsible for their prorata share of the costs of such maintenance (for a total of 100%). A capital reserve account shall be established for future repairs and replacement.

b. The Common Driveway shall be maintained in (i) a condition that allows emergency vehicles, including without limitation ambulances, police and fire vehicles, access to all of the Lots on the Property and (ii) at least as good as the condition that is required for streets maintained by the county.

c. No Owner shall be liable for maintenance costs unless such maintenance costs are (i) reasonably necessary to satisfy the requirements of Paragraph 5(b) and (ii) requested in writing by at least 50% of all Lot Owners either required or electing, by choice or default as set forth in Paragraph 2, to access their Lots via the Common Driveway.

d. If any Owner fails to pay for such Owner's percentage share of reasonably necessary maintenance costs as required pursuant to a written request in accordance with subparagraph (c) above, then the other Owners shall be entitled (i) to obtain an injunction or court order requiring such payment of costs, or (ii) to undertake all reasonably necessary maintenance and bill each Owner for such Owner's percentage share of the maintenance costs. If an Owner has not paid such Owner's respective percentage share of the reasonably necessary maintenance costs within thirty (30) days of receiving the written invoices for the costs of such maintenance, any other Owner actually paying for such costs shall have a lien against the Lot of the Owner who refuses to pay such costs in the amount of the unpaid percentage share of such costs plus interest at the rate of five percent (5%) from the date such costs were incurred. For purposes of enforcing this Declaration, the Owners shall be deemed to be an association as defined in Utah Code § 57-8a-102(2)(a), as said statute may be amended or supplemented, with regard to the right to maintain and foreclose a lien in the amount of the percentage share of the costs of maintaining the Common Driveway. Each Owner shall be deemed to be the manager and agent of such association for the purposes of foreclosing the lien pursuant to the procedures set forth in Utah Code section 57-8a-302, as amended or supplemented.

**6. Water Meter.** The Property is served by a master water meter for both culinary and irrigation water. Each lot owner shall be responsible for 1/8<sup>th</sup> of the monthly cost of water used. The homeowner association Budget shall include a monthly assessment for water usage.

**7. Easements Appurtenant.** Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the entire Lot and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Lot. For the purposes of such easements and rights, the entire Lot which is benefited by such easements shall constitute the dominant estate and the particular areas of the entire Lot which are burdened by such easements and rights shall constitute the servient estate.

**8. Nature and Effect of Easements.** Each and all of the easements, restrictions and covenants, and provisions contained in this Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots; (b) create mutual equitable servitudes upon each Lot in favor of the other; (c) constitute

covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

**9. Taxes.** The Owner of each Lot shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Driveway on the Owner's respective Lot prior to delinquency of such taxes or special assessments.

**10. No Third-Party Enforcement.** It is the intent of this Declaration that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third party shall have an independent right of action hereunder.

**11. Duration.** The easements, covenants, restrictions and other provisions of this Declaration shall become effective upon the recording of this Declaration in the Office of the Salt Lake County Recorder and shall continue in perpetuity.

**12. Discharge of Rights and Duties Upon Transfer.** In the event of assignment, transfer or conveyance of the whole of the interest of any Owner in and to any Lot, without retaining any beneficial interest other than under the terms of a deed of trust, mortgage or similar instrument, the powers, rights and obligations created hereunder will be deemed assigned, transferred and conveyed to such transferee, and such powers, rights and obligations will be deemed assumed by such transferee, effective as of the date of transfer. The obligations and rights of the transferor shall immediately thereafter be deemed discharged as to any such rights and obligations arising after transfer of the interest.

**13. Amendment.** This Declaration or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended by recording of an appropriate document in the Office of the Salt Lake County Recorder, State of Utah, which document must be executed in a recordable form by the Owners and the county.

**14. No Public Dedication.** Nothing contained in this Declaration shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

**15. Waiver.** No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Declaration.

**16. Enforcement and Severability.** If any party to this Declaration takes action to enforce the terms of this Declaration, the substantially prevailing party shall be entitled to recover his, her or its reasonable attorney's fees and costs incurred in any reasonable enforcement of this Declaration. If any term or provision hereof shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

**17. No Merger.** It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant's Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant's Property.



18. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

19. **Entire Agreement.** This Declaration contains all of the agreements of the undersigned with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

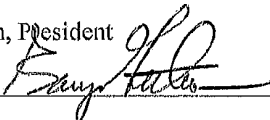
*(signature page follows)*

IN WITNESS WHEREOF, the Association has executed this instrument the 20<sup>th</sup> day of NOVEMBER 2017.

DECLARANT:

By: Hamlet Homes IV Corporation  
Its Manager

Barry Gittleman, President

Signature: 

ACKNOWLEDGMENTS

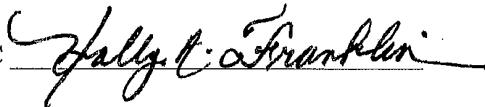
STATE OF UTAH )

ss:

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> Day of NOVEMBER 2017 by Barry Gittleman the MANAGER of Cottage Place, L.L.C, a Utah limited liability company, and said MANAGING MEMBER duly acknowledged to me that said Company executed the same.

NOTARY PUBLIC





**EXHIBIT "A"**  
**LEGAL DESCRIPTION PREPARED**  
**COTTAGE COURT PARCELS**  
**SALT LAKE CITY, UTAH**

LEGAL DESCRIPTION

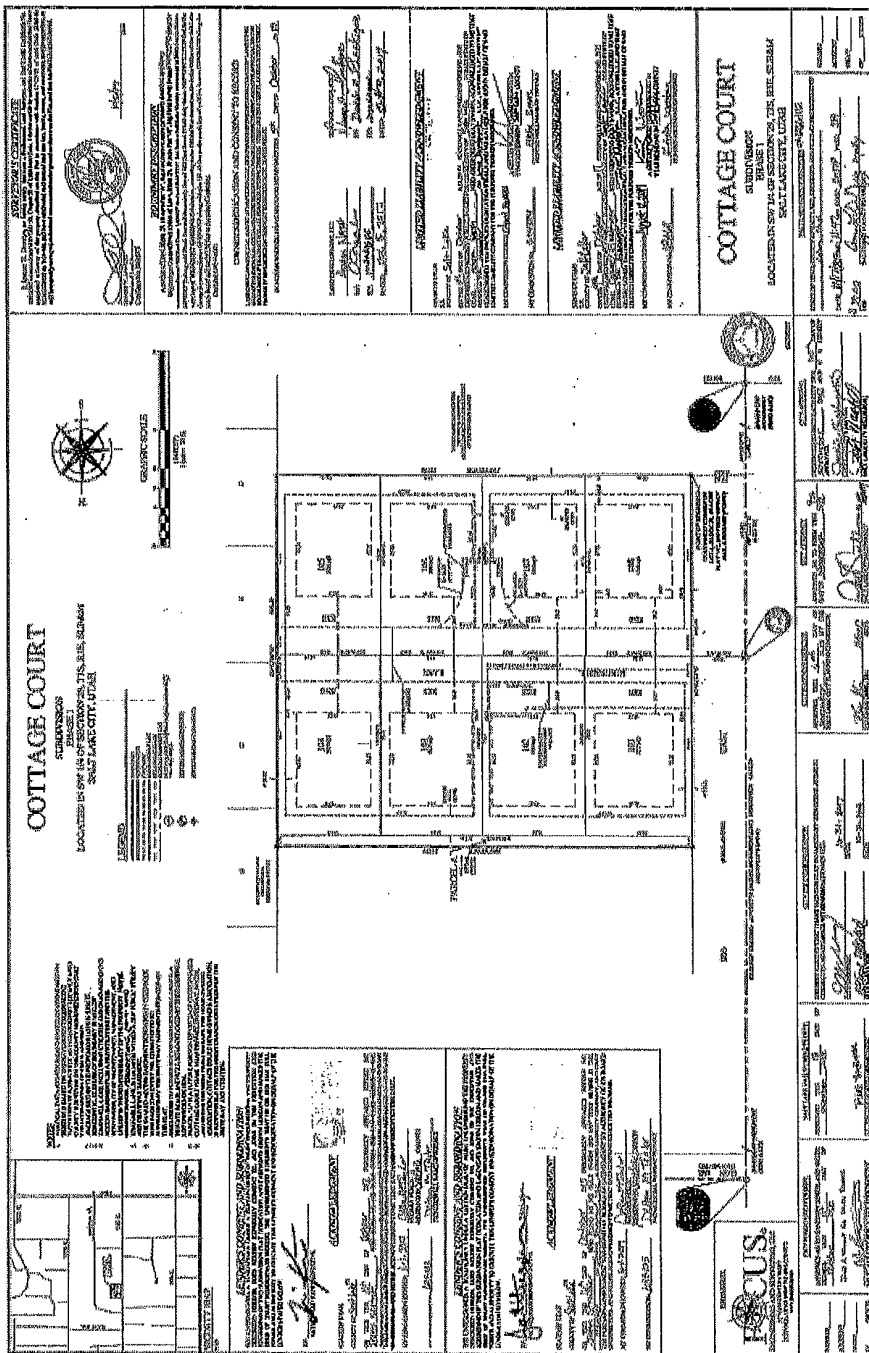
A portion of Lot 4, Block 28, 10 Acre Plat "A", Big Field Survey, more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block 28, 10 Acre Plat "A," Big Field Survey located  $N0^{\circ}12'27''E$  along the monument line of 900 East Street 1,180.27 feet and East 27.94 feet from a Salt Lake County monument at 3900 South; thence  $N0^{\circ}02'53''E$  along said Block line and the easterly line of 900 East Street 191.40 feet; thence  $N89^{\circ}48'44''E$  217.59 feet to the west line of HILLCREST GARDENS Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence  $S0^{\circ}03'04''W$  along said plat 191.40 feet to the south line of said lot; thence  $S89^{\circ}48'44''W$  along the south line of said lot 217.58 feet to the point of beginning.

Contains: 0.96+/-acres

EXHIBIT "B"

SUBDIVISION PLAT AND SITE PLAN  
COMMON DRIVEWAY



**EXHIBIT "C"**

**BUDGET**

**2017 Budget Cottage Court**  
11/15/2017

	Annual	Monthly	8 homes per home/mo
<b>Monthly Assessment</b>	9,504.00	792.00	99.00
<b>General &amp; Administrative</b>			
Management/Admin Fees	2,200.00	183.33	22.92
License, Taxes Fees	250.00	20.83	2.60
Insurance	550.00	45.83	5.73
Office Supplies	100.00	8.33	1.04
Miscellaneous	75.00	6.25	0.78
<b>Total</b>	<u>3,175.00</u>	<u>264.58</u>	<u>33.07</u>
<b>Utilities</b>			
Power	0.00	0.00	0.00
Sewer annual fee	175.00	14.58	1.82
Storm drain annual fee	104.00	8.67	1.08
Internet	0.00	0.00	0.00
Water - Master Meter/Interior/Exterior	4,850.00	404.17	50.52
Trash Removal (individual homes)	0.00	0.00	0.00
<b>Total</b>	<u>5,129.00</u>	<u>427.42</u>	<u>53.43</u>
<b>Maintenance</b>			
Grounds Maintenance	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00
Sprinklers	0.00	0.00	0.00
Snow Removal- Sidewalks & Driveway	0.00	0.00	0.00
<b>Total</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Reserves</b>			
Reserves Driveway	1,200.00	100.00	12.50
<b>Total</b>	<u>1,200.00</u>	<u>100.00</u>	<u>12.50</u>
<b>Total Expenses</b>	9,504.00	792.00	<b>99.00</b>
<b>Reinvestment Fee (3 mos dues)</b>			<b>297.00</b>