

**WHEN RECORDED RETURN TO:**

**Cottonwood Towns Murray, LLC**  
**45 E. Center Street, Ste 004**  
**North Salt Lake, Utah 84054**

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**Space Above for Recorder's Use**

**RESTRICTIVE LAND USE COVENANT**

~~May~~ This Restrictive Land Use Covenant (this “**Restrictive Covenant**”) is made this 19<sup>th</sup> day of ~~May~~ 2025 (the “**Effective Date**”) by, **Cottonwood Towns Murray, LLC**, a Utah limited liability company (the “**Declarant**”).

**WITNESSETH**

**A.** Declarant is the owner in fee of the real property located at 825-865 East 4800 South, Murray, Utah 84107 (“**Parcel 1**”), and 787 East 4800 South, Murray, Utah 84107 (“**Parcel 2**”). Parcel 1 and Parcel 2 together referred to as the “**Property**”). The Property is more particularly described in Exhibit A, attached and incorporated into this Restrictive Covenant.

**B.** Declarant desires, upon the satisfaction of the conditions set forth herein, to establish for the benefit of itself and its successors and assigns certain rights as well as restrictions and obligations with respect to the development and use of the Property.

**C.** Declarant wishes, upon satisfaction of the conditions set forth herein, to subject the Property to the covenants, conditions, restrictions and servitudes set forth in this Restrictive Covenant and intends for such covenants, restrictions and servitudes to run with the land and to be binding upon the Property.

**NOW, THEREFORE**, in consideration of the foregoing premises, the undersigned as owners of the Property for itself, and its heirs, executors, administrators, successors or assigns, do acknowledge, covenant, promise, and agree that full performance and compliance shall be made with the following conditions imposed by this Restrictive Covenant and it is declared, for and on behalf of Declarant and all subsequent beneficiaries of Declarant, that the Servient Property is now held and from and after the Effective Date will be sold, leased, conveyed, hypothecated, encumbered, used, occupied, improved, or otherwise held subject to the following restrictive covenants:

**RESTRICTIVE COVENANTS**

1. Conditions. The following conditions (“Conditions”) must be satisfied before the Property becomes subject to the covenants, conditions, restrictions and servitudes set forth in this Restrictive Covenant: (i) (i) all mortgages and encumbrances on the Property are paid off; and (ii) Murray City approves the Declarant’s and its successors in interest or assigns site plan application to accommodate no less than 64 townhomes on the Property. If the Conditions are not satisfied within six (6) months of the date of the recording of this Restrictive Covenant in the Salt Lake County Recorder’s Office, this Restrictive Covenant will be null and void and of no effect.

Restrictions on Use. The Property and all owners and/or users are subject to the following restrictions and prohibited uses, Declarant on behalf of itself its successors and assigns, and all who claim rights by or through such parties, covenant and agree on behalf of itself and any successors and/or assigns, that any townhome or other residential unit on the Property (Unit(s)) shall be owner occupied and shall not be rented, leased or otherwise allowed to be used for any form of compensation, including but not limited to money, barter, or services, whether for a short-term or long-term period except as set forth below. The following language shall be included in a declaration of covenants, conditions, and restrictions to be recorded by the developer against the Property:

1. Except as set forth herein, each of the Units is intended to be Owner occupied, including occupancy by such Owner’s immediate family members (including parents, siblings, children and grandchildren of the Owner), as well as unrelated persons so long as such Owner remains in occupancy.
2. The foregoing restriction shall not apply, however, to:
  - a. Any Unit owned by a person who has ceased occupying such Unit due to military service for the period of the Owner’s deployment;
  - b. To any Unit occupied by an Owner’s parent, child or sibling;
  - c. An Owner whose employer has relocated the Owner for two (2) years or less;
  - d. A Unit owned by an entity that is occupied by an individual who:
    - i. has voting rights under the entity’s organizing documents; and
    - ii. has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
  - e. A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
    - i. a current resident of the unit; or
    - ii. the parent, child, or sibling of the current resident of the unit;
  - f. A model home Unit being used for the purpose of selling Units within the Property.

2. This Restrictive Covenant shall be enforced by covenants, conditions, and restrictions to be recorded and enforced by a homeowner’s association formed by the developer of the Property.

3. Notice of Conveyance. Each instrument conveying any interest in, or any portion of, the Property shall contain a notice of this Restrictive Covenant and shall set forth the recording of this Restrictive Covenant at the Salt Lake County Recorders offices. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A RESTRICTIVE COVENANT, DATED MAY \_\_, 2025, RECORDED WITH THE SALT LAKE COUNTY RECORDER ON MAY \_\_, 2025, AS ENTRY NO. AND RESPECTIVELY AND CONTAINS ACTIVITY AND USE LIMITATIONS SET FORTH IN THE RESTRICTIVE COVENANT.

4. Default Remedies. If any person defaults in the performance of any covenant, provision, or condition in this Restrictive Covenant, and such default continues for thirty (30) days after notice from Declarant, Declarant's successor-in-interest, or Murray City (together or individually referred to as the "**Enforcing Entity**") (or such longer period as is reasonably necessary under the circumstances to cure the alleged default, if the cure would require more than thirty (30) days, provided that the cure is commenced within such initial thirty (30) day period and diligently pursued to completion), Enforcing Entity shall be entitled to (i) take all necessary measures to perform the obligations giving rise to the default or otherwise correct any or all such objections or deficiencies giving rise to the default, or cause such deficiencies to be corrected, in which case the defaulting party shall reimburse and indemnify the Enforcing Entity for the out-of-pocket costs and expenses incurred in connection with the default promptly upon request, (ii) injunctive relief, and (iii) any other remedies it may have at law or in equity.

5. Amendment or Termination. This Restrictive Covenant shall terminate as to each Unit within the Property after five (5) years of ownership by the first owner after the sale of such Unit by the Declarant and its successors in interest or assigns. This Restrictive Covenant may be amended or terminated only by a written instrument duly executed Declarant and its successors in interest or assigns.

6. No Waiver. No waiver of any breach of the covenants, agreements, obligations and conditions of this Restrictive Covenant shall be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition or provision of this Restrictive Covenant.

7. Severability; Governing Law. If any clause, sentence, provision or other portion of this Restrictive Covenant shall become or is otherwise found in any respect to be unenforceable, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and the remaining portions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, excluding principles of conflicts of law.

8. Covenants Running with the Land. This Restrictive Covenant is a covenant that touches and concerns, and runs with the Property and shall be binding upon any owner or user of the Property, and each of their lenders, mortgagees, licensees, tenants, easement holders and any other person claiming an ownership, security or use of or any possessory interest in the Property, each of whom shall comply with this Restrictive Covenant. Declarant, as the owner of the Property,

does expressly declare compliance with each and every one of the foregoing conditions, and each and all of them, shall constitute, and are declared to constitute, a covenant to run with all of Property. Each of the covenants, conditions, restrictions, rights and obligations set forth in this Restrictive Covenant shall constitute covenants running with the land and shall inure to the benefit of and be binding upon each Party's successors and assigns that acquire any interest in the Property.

9. Recordation. This Restrictive Covenant shall be recorded with the Salt Lake County Recorder's Office.

*Signatures appear on the following pages*

**IN WITNESS WHEREOF**, Declarant has subscribed its signature to this Restrictive Covenant on the date and year first above written and is made effective as of the Effective Date.

**Cottonwood Towns Murray, LLC a Utah limited liability company**

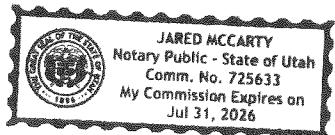
By: Nathan W. Pugsley  
Name: Nathan W. Pugsley  
Its: Manager

STATE OF UTAH )  
) ss.  
COUNTY OF DAVIS )

On this 15<sup>th</sup> day of April, 2025, before me, the undersigned, personally appeared Nathan W. Pugsley, known or identified to me to be authorized signatory of Cottonwood Towns Murray, LLC, who executed the instrument on behalf of said company, and acknowledged to me that the company executed the same.

In witness whereof have set my hand and affixed my official seal the day and year in this certificate first above written.

Jared McCarty  
NOTARY PUBLIC



## EXHIBIT A

### Legal Description

#### Parcel 1:

Beginning at a point due South 908.432 feet and due East 1004.986 feet from Northwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°50'00" East 300.19 feet (in some prior deeds 325.78 feet, more or less) to the Southerly line of Big Cottonwood Creek; thence South 82°30'00" East 139.50 feet; thence South 49°00'00" East 66.00 feet; thence South 72°12'30" East 318.96 feet (in some prior deeds 320.453 feet) to the West right-of-way line of 4800 South Street, said point being on a 426.833 foot radius (in some prior deeds 427.46 foot radius) curve to the right, the radius point of which bears North 66°29'44" West (in some prior deeds North 66°16'13" West); thence Southwesterly along the arc of said curve and said right-of-way line 313.543 feet (in some prior deeds 314.04 feet, more or less) to a point on a 340.00 foot radius curve to the right, the radius point of which bears North 33°46'52" West (in some prior deeds North 33°30'19" West); thence Southwesterly along the arc of said curve 224.995 feet (in some prior deeds 224.925 feet); thence North 0°50'00" East 133.80 feet (in some prior deeds 132.725 feet); thence West 69.53 feet to the Point of Beginning.

Parcel No. 22081080220000

#### Parcel 2:

Beginning at a point in the center of a County Road which is 14.54 chains South and South 83°20'00" East 13.90 chains from the Northwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 83°20'00" East 92.48 feet; thence North 0°50'00" East 468.5 feet, more or less, to the center of creek; thence North 82°30'00" West down the center of the creek, 98.1 feet; thence South 7.25 chains to the Point of Beginning.

Parcel No. 22081080160000