

Recorded Request of SALT LAKE ABSTRACT CO Fee Paid. Nellie M. Jack, Recorder, Salt Lake County, Utah

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY Ref. \$500 By Russell Depu. KNOWN AS . . . . .

1698942

COTTONWOOD HILLS SUBDIVISION #2

HOLLADAY, SALT LAKE COUNTY, UTAH

The undersigned, COTTONWOOD HILLS, INC., a Utah Corporation, being the owner of the lands hereinafter described as COTTONWOOD HILLS SUBDIVISION #2 Salt Lake County, Utah, which is protected by its surroundings and nature from undesirable encroachments, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as COTTONWOOD HILLS SUBDIVISION #2, and more particularly described as follows:

Beginning at a point in the North line of Casto Lane (5060 South Street); said point being 405.90 feet, S 0°10'50" W and 1802.42 feet, S 89°58'52" E and North 33.00 feet from the West 1/4 Section corner of Section 11, T. 2S., R. 1E., S.L.B.&M.; and running thence North 157.01 feet; thence East 30.27 feet; thence Easterly along the arc of a curve to the left, radius 375.00 feet, bearing North, a distance of 93.49 feet; thence N 11°08'36" W 389.95 feet; thence N 45°00'00" W 120.78 feet; thence N 24°49'26" W 180.94 feet; thence N 17°22'31" W 175.85 feet; thence N 10°00'00" W 182.67 feet; thence North 239.06 feet; thence East 134.91 feet; thence S 75°03'37" E 52.75 feet; thence N 86°50'00" E 120.00 feet; thence S 60°00'00" E 59.24 feet; thence S 30°00'00" W 83.12 feet; thence South 250.00 feet; thence S 7°50'33" E 103.11 feet; thence S 85°00'00" E 276.38 feet; thence S 5°00'00" W 410.21 feet; thence South 354.40 feet; thence S 22°32'00" W 151.41 feet; thence N 89°58'52" W 312.89 feet; to the point of beginning.

WHEREAS, the undersigned is about to sell the property as described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between Cottonwood Hills, Inc. and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, THE undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between Cottonwood Hills, Inc. and the several owners and purchasers of said property as between Cottonwood Hills, Inc. and its heirs, successors and assigns:

- Mutual and Reciprocal Benefits, etc. 1. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.
- Terms of Restrictions 2. Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the last day of January 1983, upon which date same shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same; provided, however, that at any time after January 1, 1983, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property.
- Pets, Animals, etc. 3. No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.
- 4. No signs shall be displayed on any of said lots except as follows: the name and professions of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 sq. inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling house is for sale or to let or to lease.

- Private Residence; moving of structures 5. Said premises shall be used for private residence purposes only, except as hereinafter set forth; and no structure of any kind shall be moved from any other place upon said premises.
- Excavating 6. No excavation for stone, gravel or earth shall be made on said property, unless such excavation is made in connection with the erection of a building or structure thereon.
- Rubbish Control 7. No rubbish shall be stored or allowed to accumulate thereon.
- Easements 8. Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on the recorded plats and over the rear five (5) feet of each lot, and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on the recorded plats. No structure of any kind shall be erected over any of such easements, except upon written permission of undersigned, its successors or assigns.
- Set Backs 9. No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said building, or other structure, and said line. The "set back" of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.
- Resubdivision of Sites 10. None of said lots may be resubdivided except that the undersigned, its successors or assigns may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the undersigned, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract, and adequate in size and character to permit development similar to that on said other lots, then such lot or lots may be divided by the undersigned, its successors and assigns, or permission may be granted by the undersigned, its successors or assigns to the owner of such lot or lots, as the case may be, to so divide such lot or lots, but in no event shall any lots be so divided so as to create a parcel having an area of less than one-quarter acre, including in the calculation of such area, the street upon which it abuts to the center line thereof. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by undersigned and/or said grantee as one entire lot for the purpose of these restrictions.
- Fences, walls, and trees 11. No fence, wall or hedge over four feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planning and growth of trees on lots in said tract, in order to prevent one lot owner from planting trees, or allowing trees to grow, so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by any order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said committee may at any time institute or prosecute in the name of any member of said committee any suit or suits which the committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which, the committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.

Manner of  
Voting

12. In voting, pursuant to the provisions of Paragraphs 2 or 12 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Salt Lake, State of Utah.

13. An Architectural Supervising Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when ninety percent of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by eighty-five percent of those who are owners (either under contract of purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to have made a member or members of said Committee, the undersigned, will appoint such person or persons on the Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if undersigned so desires. The functions of said committee shall be, in addition to the functions elsewhere in this Declaration set forth to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the undersigned, and of the committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The committee may act by any two of its members, and any authorization approval or power made by the committee must be in writing signed by at least two members thereof.

## Improvements

14. (A) TYPE OF STRUCTURES: No building other than one single family dwelling house, any appropriate outhouses shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses, except the Architectural Supervising Committee can allow to be located in the area, churches, schools and two family residences.

(B) Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said Architectural Supervising Committee an accurate survey showing one foot contour intervals and in addition thereto the four corner points of the lot involved must be located at Site by a licensed Surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(C) APPROVAL OF PLANS: No structures, either residence, outhouse, school, church, tennis court, swimming pool, wall, fence or other improvements, shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.

(D) LANDSCAPING: No landscaping shall be begun on said property nor any planting of trees take place, until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.

(E) DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

- Violation of Restrictions: Penalties 15. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.
- Minimum Building Costs 16. The undersigned reserves the right for Cottonwood Hills, Inc. its successors and assigns to set a minimum figure for the cost or square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property. This cost or minimum square foot floor area may also be set from time to time by the Architectural Supervising Committee.
- Acceptance of Restrictions 17. All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.
- Invalidity 18. It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.
- Heating 19. All dwellings shall have a central heating plant and all fuel burned in central plant shall be smokeless.
- Marginal Notes 20. The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are or are they intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the owner has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 29th day of JANUARY, A. D. 1960.

ATTEST:

COTTONWOOD HILLS, INC.

Betty C. Jones  
Secretary

By Jaren L. Jones  
President

(Corporate Seal)  
STATE OF UTAH, )  
                          ) SS  
COUNTY OF SALT LAKE)

On the 29th day of JANUARY, 1960, personally appeared before me JAREN L. JONES and BETTY C. JONES who being by me duly sworn did say, each for himself, that he, the said Jaren L. Jones is the president, and she, the said Betty C. Jones is the secretary of COTTONWOOD HILLS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Jaren L. Jones and Betty C. Jones each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires April 4, 1960

Jaren L. Jones  
Notary Public  
My residence is Salt Lake City, Utah