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DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, use restrictions and conditions affecting the real property known as:

LITTLE COTTONWOOD SUBDIVISION

I.

PREAMBLE

It is the intention of this document expressed by its execution that the property within LITTLE COTTONWOOD SUBDIVISION be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of LITTLE COTTONWOOD SUBDIVISION shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument.

THAT WHEREAS, the undersigned being the legal and beneficial owner of the following real property situated in Salt Lake County, State of Utah, to-wit: Lots 1 to 33 inclusive, except for Lot 31, LITTLE COTTONWOOD SUBDIVISION, according to the plat thereof as recorded in the office of the County Recorder of said county.

WHEREAS, the undersigned is about to sell the property described heretofore which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself 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 itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns.

II.

AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part IV in their entirety shall apply to all lots included in LITTLE COTTONWOOD SUBDIVISION, except for Lot 31, as recorded with the Salt Lake County Utah Recorder's Office.

III.

ARCHITECTURAL CONTROL COMMITTEE

THE ARCHITECTURAL CONTROL COMMITTEE, is comprised of Leon H. Saunders (Hy Saunders) and Sherman Harmer and two at large residents of the subdivision (to be selected).

In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

PROCEDURE. No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefore are approved by the Architectural Committee prior to the commencement of such work.

VARIANCES, Where circumstances, such as topography, hardship, locaton of property lines, location of stream or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

APPROVAL. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it or thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

IV.

RESIDENTIAL AREA COVENANTS

A. General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation.

All external construction materials used for external walls and chimneys must be of natural wood or natural stone. The use of cinderblock as an external finishing material shall be prohibited. Building external surfaces must be earth tone. All bright or brilliant colors are prohibited.

Tar and gravel roofs are prohibited. Homes must be designed using energy-efficient materials such as high rating insulation and double pane or insulated windows. Energy-efficient heating systems are to be encouraged. Uncolored aluminum window frames are discouraged.

B. Restrictions on Lots:

1. Number and Location of Buildings: No buildings or structures shall be placed, erected, altered or permitted to remain on any lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described. Each lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the lot.

The building sites for all such buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

2. Residence Floor Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,000 square feet for a one floor structure and a minimum of 2,400 total square feet for split entry and two story homes.

3. Dwelling House to be Constructed First: No garage or other structure shall be constructed on any lot until after commencement of construction of the dwelling house on the same lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvement which is commenced on any lot shall be entirely completed within 18 months after commencement of construction.

4. Setbacks: All buildings and structures on all lots shall be set back at least 12 feet from the side lot lines, 20 feet from the rear lot line and a minimum of 25 feet from the front lot line. The "Front Lot Line" is defined to mean that lot line of a lot abutting on a dedicated road. In the event a lot abuts on more than one of such roads, the owner or owners of such lot shall be required to set back a minimum of 20 feet from each dedicated road.

5. Height Limitations. No buildings shall be erected to a height greater than 28 feet nor less than 16 feet, measured from natural or unmodified grade at the building site to the highest point of the roof. This measurement

applies to all elevations of the building, the intent being that buildings will conform with and reflect the natural contour of the land.

6. Towers and Antennae: No towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any lot.

7. Use or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, horse trailers, mobile home, camper or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by Salt Lake County.

8. Fences: It is the general intention that all perimeter fencing within the property have a continuity of appearance in keeping with the setting and surroundings of the property. The term "perimeter fencing" is defined to mean fences along or near lot lines or fencing not connected with a building or structure. All perimeter fencing shall be of a type approved by the Architectural Committee. No fence shall be allowed to be constructed or remain across a stream on the property without the express approval of the Architectural Committee. Interior fences, screens or walls which are associated or connected with a building or structure may be of such design, material and height as may be approved by the Architectural Committee.

9. Flashings and Roof Gutters: Flashings or roof gutters or other metal fittings on the exterior of buildings shall be painted to match adjacent materials on buildings.

C. Zoning Regulations: No lands within the subdivision shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

D. No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the property.

E. No Business Uses: The lots within the property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential

buildings within the property. No lots within the property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in this paragraph "E" shall be deemed to prevent (a) declarant or its duly authorized agent from using any lot owned by declarant as a sales office, sales model, property management office or rental office, or (b) any owner of his duly authorized agent from renting or leasing said owner's residential building for residential uses from time to time, subject to all of the provisions of this declaration.

F. Restriction on Signs: With the exception of a sign on larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

G. Restriction on Animals: No animals other than ordinary household pets shall be kept or allowed to remain on any of the lots within LITTLE COTTONWOOD SUBDIVISION, except that horses may be maintained upon Lot 14 in conformance with current Salt Lake County Zoning Ordinances, but no horses shall be maintained on any of the other lots within LITTLE COTTONWOOD SUBDIVISION: and, each owner shall additionally have the power to require any other owner, lessee or person in possession of lands within the Subdivision to remove any animal or pet which is kept in violation of this restriction or any animal or household pet which is not disciplined, or which constitutes an undue annoyance or nuisance to others or lessees of the land within the Subdivision. It is further acknowledged that declarant may choose to split Lot 14 into two one acre lots #14 and 14(a), in which case no horses may be maintained on either lot.

H. No Resubdivision: No lot shall be resubdivided and no building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

I. Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.

J. Service Yards: All clothes lines, equipment, service yards or storage piles on any lot in the property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring lots, streets, access roads and areas surrounding the property.

K. Maintenance of Property: Landscaping, approved by the Architectural Committee, shall be installed as soon as reasonably possible following the occupancy of the dwelling house erected on the lot and shall in any event be completely installed within one full year after the date of occupancy. All landscaping, all property and all improvements on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and slightly condition and in good repair.

L. No Noxious of Offensive Activity: No noxious or offensive activity shall be carried on upon any property nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

M. Water and Sewer: All homes constructed within LITTLE COTTONWOOD SUBDIVISION must be connected to the water and the sewage collection systems in accordance with current Salt Lake County Zoning Ordinances. No private domestic water supplies, cesspools or septic tanks shall be permitted on any property, except that any existing water wells may continue in use, but that no new water wells will be permitted within the Little Cottonwood Subdivision.

N. No Hazardous Activities: No activities shall be conducted on any property and no improvements shall be constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Subdivision, and no fires shall be permitted upon any of the property within the Subdivision except within a contained barbecue unit designed for that function, and while the unit is attended and in use for cooking purposes, or within a safe and well defined interior fireplace.

O. No Unsightliness: No unsightliness shall be permitted upon the property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be appropriately screened from view; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain unenclosed upon the property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the property; (d) no lumber, grass, shrub or tree clippings,

plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the property; (e) refuse, garbage and trash shall be placed and kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted if visible from building, lots or areas surrounding the property.

P. No Annoying Light, Sounds or Odors: Tennis courts may be lighted for night play, and outdoor decorative lighting may be used around each home, but no light shall be emitted from any lot or property which is unreasonable bright or causes unreasonable glares; and no sound shall be emitted from any lot or property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be emitted from any lot or property which are noxious or offensive to others.

V. GENERAL PROVISIONS

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change the covenants in whole or in part.

ATTEST:

I (we) understand and accept the terms and conditions as explained in the Declaration of Protective Covenants, Agreements, and Restrictions of the LITTLE COTTONWOOD SUBDIVISION.

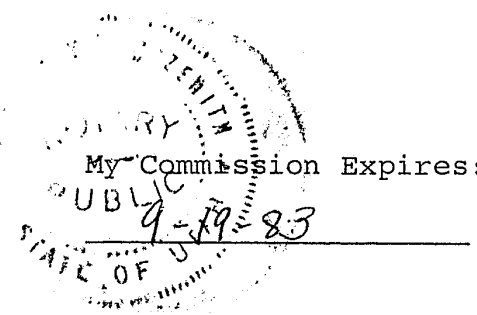
SAUNDERS LAND INVESTMENT CORPORATION,

By *Leon H. Saunders*
Its President

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

On the 27th day of August, 1980, personally appeared before me LEON H. SAUNDERS who being by me duly sworn did say that he is the President of SAUNDERS LAND INVESTMENT CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation, and the said LEON H. SAUNDERS duly acknowledged to me that said corporation executed the same.

Rosemary W. Coywith
NOTARY PUBLIC
Residing at: Salt Lake City, Ut.



KATIE L. BRON
RECORDER
SALT LAKE COUNTY
UTAH

SEP 10 9 39 AM '80

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NEO 01 SEP 10 1980
REF Steven E. Clyde & Brown

Clyde, Pratt, Biddle & Carlson

200 American Savings Plaza

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