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TRI-N CORP.
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REC BY: JEDD BOGENSCHUTZ, DEPUTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COTTONWOOD COVE AT TANNER LANE
PLANNED UNIT DEVELOPMENT

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Exhibit A Legal Description

Cottonwood Cove Amended Plat
-Formerly Tanner Lane-Boundary Description

Beginning at a point located N 0°07'45" E, 1244.47 feet and N 89°57'30" W, 1650.33 feet from the East 1/4 corner of Section 21, T.2S., R.1E., S.L.B.&M. and running thence S 0°07'45" W, 998.726 feet; thence S 68°52'10" W, 236.259 feet; thence N 0°21'10" W, 141.710 feet; thence N 0°07'47" E, 458.415 feet; thence West 90.00 feet; thence North 484.00 feet; thence S 89°57'30" E, 312.460 feet to the point of beginning. Contains 6.29 Ac. more or less.

RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COTTONWOOD COVE AT TANNER LANE
PLANNED UNIT DEVELOPMENT
HERETOFORE KNOWN AS TANNER LANE CONDOMINIUM
(An Expandable Condominium Project)

WHEREAS; the Declarant, herein recorded the Declaration of Covenants, Conditions and Restrictions of Tanner Lane Condominium with the Salt Lake County Recorders office on May 4, 1983. Entry No. 3789119 Recorded at Book 5456 Page 1724-1766,

WHEREAS; the Declarant, pursuant to Section 25 and Section 20.3 of the Declaration of Condominium, now desires to amend the Declaration to convert to a planned unit development and change the name of said project as follows.

1. The name of the project shall be changed to Cottonwood Cove at Tanner Lane Planned Unit Development.

2. Paragraphs 1.1, 1.3, 1.5 are amended as follows:

1.2 Declarant has filed concurrently herewith a record survey map consisting of two sheets of prepared and certified by Cummock Engineering a duly certified and registered Utah Land Surveyor.

1.3 Declarant desires by filing this Declaration and after said record of map to submit the above described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act. As a planned unit development known as Cottonwood Cove at Tanner Lane Planned Unit Development.

1.4 Declarant desires by filing this Declaration and the aforesaid Record of Survey Map, to submit the above-described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Act as a Condominium project known as Cottonwood Cove at Tanner Lane Planned Unit Development.

1.5 Declarant desires and intends by filing this Declaration and the Record of Survey map to submit the property to the provisions of the aforesaid Act as a Planned Unit Development property and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

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3. Declarant hereby makes the following Declaration and submits the Land and units constructed thereon to the Act. The Land and units shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, and shall be deemed to run with the land and shall be binding upon Declarant, its successors and assigns, and any person acquiring or owning a interest in the Planned Unit Development Project, their grantees, successors, heirs, executors, administrators, devisees and assigns.

4. NAME AND CONDOMINIUM PROPERTY.

The Planned Unit Development Property shall be known as Cottonwood Cove at Tanner Lane.

4.1 Tri-N Corporation

4.2 The term "the Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, 57-8-1, et seq., as amended and Expanded by the Laws of Utah 1975, Chapter 173.

4.4 The term "the Land" shall mean, refer to and consist of the property described in Exhibit A and submitted to the Planned Unit Development Project by this Declaration.

4.5 The term "Declaration" shall mean this instrument by which the Cottonwood Cove at Tanner Lane Planned Unit Development is established, together with any supplements thereto.

4.6 The term "property" or Planned Unit Development shall mean and include the land, the buildings, all improvements and structures thereon, and all easements, rights belonging thereto, and all articles of personal property intended for use in connection therewith.

4.7 The term "Condcminium Project" shall mean and refer to the entire real estate Planned Unit Development Project referred to in this Declaration.

4.8 The term "Map" shall mean and refer to the Record of Survey Map of Cottonwood Cove at Tanner Lane a Planned Unit Development recorded herewith by Declarant in accordance with Utah Code Annotated 57-8-13, 1953 as amended.

4.9 The term "unit" shall mean that part of the property owned in fee simple for independent use and shall include the elements of the Planned Unit Development property which are not owned in common with the owners of other units as shown on the map.

4.10 The term "unit owner" shall mean the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities in the percentage specified and established in the Declaration.

4.11 The term "unit owners" shall mean and refer to unit owners of the Cottonwood Cove at Tanner Lane a Planned Unit Development, and includes the original purchasers and others who may subsequently become unit owners.

B. The portion of the Planned Unit Development Project not specifically included in the respective units as herein defined.

E. All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein, except the portion of the Planned Unit Development Project included in the respective units.

4.19 The term "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities; to all items, things, and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, such rules and regulations pertaining to the Planned Unit Development Project as the Association of Unit Owners or the Management Committee may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the Management Committee.

4.21 The term "mortgagee" shall mean and include both a mortgagee under a first mortgage of any Unit and a beneficiary under a first deed of trust on any unit.

5. DESCRIPTION OF PROPERTY

5.1 Description of Land. The land on which the Cottonwood Cove at Tanner Lane Planned Unit Development is located is that tract or parcel of land in Salt Lake County, State of Utah, more particularly described in Exhibit "A" of this Declaration.

5.2 General Description of Buildings. The units of the Planned Unit Development Project are located in Twenty Four separate buildings. The buildings are all single story. These are a total of 35 units in the 24 buildings. The buildings

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are each comprised of a concrete foundation basement level with a truss joist wood floor on the main floor or a concrete floor with no basement and wood truss roof system covered by architectural grade asphalt shingles or wooden shake shingles: the buildings are wood Frame Structures with the exterior in brick veneer and aluminun siding. Each unit is designed for use as a single family residence.

All other details involving the respective descriptions and locations of the buildings on the Land are set forth in the Map which is simultaneously filed of record and incorporated herein by reference.

5.3 DESCRIPTION OF UNITS. Each unit shall consist of:

A. Each space enclosed by the exterior of the building walls and foundations including roofs, garages, and porches.

B. Each Unit shall be deeded as a Unit Number of Cottonwood Cove at Tanner Lane a Planned Unit Development.

C. Delete.

D. Delete.

E. Delete.

F. Unit forming a part of the Planned Unit Development property are made particularly described in the Map, which shows graphically all the particulars of the building; without limiting the generality of the foregoing, the unit designations and location are set forth in Exhibit "B" attached hereto.

G. Each unit has immediate access to the Common Areas and Facilities of Limited Common Areas and Facilities.

H. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the Map with the appropriate reference to the Map and to the Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah. Such description will be construed to describe the unit, together with the appurtenant undivided inters in the Common Area and Facilities, and to incorporate to the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interest.

5.4 DESCRIPTION OF COMMON AREAS AND FACILITIES.

Each unit owner is hereby granted an irrevocable license to use and occupy the limited Common Areas and Facilities designated in the map as reserved exclusively for the use of his unit, which shall consist of all the Common Areas and Facilities, which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

A. Delete

E. All other parts of the Planned Unit Development property necessary or convenient to its existence maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the drawings.

6. STATEMENT OF PURPOSES, USE AND RESTRICTIONS.

6.1 Purposes. The purpose of the Planned Unit Development property is to provide housing and related facilities for the unit owners and their respective families, tenants, guests and servants.

6.2 Restrictions on Use. The units and Common Areas and Facilities shall be used and occupied as follows:

A. No part of the Planned Unit Development property shall be used for other than housing and the related common purposes for which the Planned Unit Development property was designed. Each unit shall be used and occupied as residence for a single family and for no other purpose.

E. No animals or birds of any kind shall be raised, bred or kept in any unit or in the Common Areas and Facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the Association of Unit Owners, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Planned Unit Development property upon ten days written notice from the Management Committee.

I. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes, shall be conducted, maintained, or permitted on any part of the Planned Unit Development property, except such as may be permitted by the Management Committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or to the window displays or advertising be maintained or permitted by any unit owner on any part of the Planned Unit Development property or in any unit therein, except that;

7.3 Ownership of Common Areas and Facilities.

The Common Areas and Facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. Facilities shall be maintainable, except as specifically provided in the Utah Planned Unit Development Ownership Act, nor may any unit owner otherwise waive or release any rights in the Common Areas and Facilities.

7.5 Interest in Common Areas and Facilities. The percentage of interest in the Common Areas and Facilities of each unit has been determined by the Declarant on the basis of par value which is based upon the living space square footage in accordance with the Utah Planned Unit Development Act, which percentages contained in Exhibit "B" hereof.

8. AGENT FOR SERVICE OF PROCESS.

The name and address of the person in Salt Lake County, State of Utah, appointed as the first agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium ownership Act is;

M. F. Nagle
Tri-N-Corporation
7678 Chad Street
Midvale, Utah 84047

The agent may be changed from time to time by filing appropriate instruments.

10. EASEMENTS.

10.1 The Management Committee may hereafter grant easements for utility purposes for the benefit of the Planned Unit Development property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, irrigation lines, storm drain lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the Common Areas and Facilities.

10.2 Delete.

11.1 The business, property and affairs of Tanner Lane Planned Unit Development shall be managed by a Management Committee consisting of five members who are officers or agents of Declarant or unit owners in the Project, said members who are officers or agents of Declarant or unit owners in the Project, said members to be elected as provided hereafter. Such Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and/or any amendments subsequently filed thereto; provided, however, that the Management Committee may

engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor, and further provided that any agreement for professional management of the Project, shall provide for a term not exceeding three years and shall provide that without cause and without payment of a termination fee, such management agreement or other contract may be terminated by either party thereto on ninety days or less written notice.

G. The power and authority to add any interest in real property obtained pursuant to subparagraph F above to the Planned Unit Development Project, so long as such action has been authorized by the necessary vote or consent.

14.1 The management Committee shall obtain and maintain at all times insurance of the type and kinds as provided herein and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereby customarily be covered with respect to other properties similar to the Planned Unit Development Project in construction, design, and use. The Management Committee shall obtain insurance with the following provisions or endorsements:

F. Each Unit owner shall be required to maintain both interior and exterior fire insurance, and home owners policies, premiums to be paid by the individual unit owner themselves. With coverage adequate to replace all structural developments of the unit.

14-A. A multi-peril type policy covering the entire Condominium Project (both units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and all other coverage of the kinds and in the amounts commonly required by private institutional mortgage investors with respect to condominium projects similar to the Planned Unit Development Project in construction, location and use. As a minimum, such policy shall provide coverage on replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy but not less than 100 percent of the full insurable value (based on replacement cost). Such policy shall include, if available at reasonable cost and appropriate, "Inflation Guard Endorsement" or its equivalent, (b) a "Demolition and Contingent Liability form Operation of Building Laws Endorsement" or its equivalent, and (c) an "Increased Cost of Construction endorsement" or its equivalent.

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15.1-F. No provision in this Declaration will

entitle the owner of a unit or other party to priority over any rights of the first mortgagee pursuant to its mortgage in the case of a distribution to a unit owner of any insurance proceeds or condemnation awards for losses to or taking of Planned Unit Development units and/or Common Areas.

20.1 Each unit owner, at his own expense, shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the Management Committee is protected by insurance against such injury, the unit owner shall repair all injury or damages to the unit or Planned Unit Development Project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sublessee or any member of the unit owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the owner or his lessee or sublessee, and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with unit. The Management Committee shall be responsible for maintenance and upkeep of all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer contained in the portions of the units in which they are contained. Without the written permission of the management Committee first had and obtained, the unit owner shall not make a permit to be made any structural alteration, improvement or addition in or to the unit, patios, garages, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

20.3 The Association shall provide for the maintenance and operation of the Common Areas and Facilities, as may be necessary or desirable to make and keep them appropriately usable in conjunction with the units and to keep said Common Areas and Facilities clean, functional, attractive and generally in good condition and repair. In recognition of the flood control requirements imposed on the Planned Unit Development Project and property, the Association shall maintain the storm water detention areas and ponds called for by Salt Lake County and designated on the Map recorded herewith, as well as the storm drain sediment trap also designated on said Map. Said maintenance shall include all steps reasonably necessary to prevent said detention areas and ponds from losing their capacity to retain storm run-off and ponds from losing their capacity to retain storm run-off water. In this regard, the Association shall maintain the contours of the earth in said detention areas in the configuration established and described on the Map, and

shall not allow structures of any type to be placed or erected in said areas which may cause a significant reduction in the water detention capacity thereof. Notwithstanding anything contained in this Declaration to the contrary, Declarant, unit owners, or mortgagees shall not have the power or authority to change, by vote, or alienation, transfer, sale or otherwise, these of the detention areas designated on the Map unless the consent of the Salt Lake County Flood Control Division has first been obtained in writing. In connection with this covenant by the Association to maintain the storm water detention areas, Salt Lake County is hereby made a party to the covenants set forth in this paragraph 20 of the Declaration. The County shall have no vote in the affairs of the Association, but it shall have the right to protect, as a party to this Declaration, the use of the storm water detention areas for that purpose.

25.2 Except as provided by statute in case of condemnation or substantial loss to the units and/or Common Areas and Facilities, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned), or owners (other than Declarant) of individual units have given their prior written approval, the Association of Unit Owners shall not, by act, omission or otherwise:

C. Abandon or terminate the Project or the Planned Unit Development status of the Project.

D. Abandon, partition subdivide, encumber, sell or transfer the Common areas, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Planned Unit Development Project shall not be deemed a transfer within the meaning of this clause.

E. Use hazard insurance process for losses to any Planned Unit Development property (whether to units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such improvements.

25.3-A Foreclose or take title to a unit pursuant to the remedies provided in the mortgage, or

26.1 Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, return receipt requested. Notice to unit owners shall be addressed to each unit owner at the address given by such unit owner to the Management Committee for the purpose of service or to the Management Committee. Such address may be changed from time to time by notice in writing to the Management Committee. Notice to the Management Committee shall be addressed to:

Management Committee, Planned Unit Development,

Cottonwood Cove at Tanner Lane, Salt Lake City, Utah, or at such other place as may be designated by the Management Committee in writing and recorded in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, the undersigned, being the representative of the Declarant, has heretofore set his hand this _____ day of August, 1987.

DECLARANT:
Tri-N Corporation

by: Michael F. Nagle
Michael F. Nagle

its: Michael F. Nagle
President

On the 10th day of August, 1987, personally appeared before me the signor of the foregoing instrument, who is being first duly sworn, acknowledged that he executed the same.

Michael F Nagle Only

Carol A. [Signature]
NOTARY PUBLIC

Residing at: Salt Lake City

My Commission Expires: April 23, 1988

April 23, 1988