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AFTER RECORDING, MAIL TO:

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RECORDER, SALT LAKE COUNTY, UTAH
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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF COTTONWOOD CREEK SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions of Cottonwood Creek Subdivision is made and executed this 24th day of September, 1987, by Plumb Investment Company, a Utah corporation (hereinafter referred to as the "Declarant").

RECITALS:

A. Declarant is the record owner of a certain tract of land situated in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point which is South 70°56'00" West 252.000 feet from Corner No. 1 of Hellgate Lode Mining Claim, Mineral Survey No. 5282, said Corner No. 1 being record South 60°39' West, 3674.9 feet from the South quarter corner of Section 32, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said Corner No. 1 being field measured South 60°36'11" West 3675.71 feet from the North quarter corner of Section 5, Township 3 South, Range 3 East, Salt Lake Base and Meridian and running thence from said point of beginning South 15°52'00" East 100.000 feet; thence South 74°08'00" West 147.000 feet; thence South 15°52'00" East 110.000 feet to the centerline of Little Cottonwood Creek; thence Westerly along said centerline of Little Cottonwood Creek the following (19) nineteen courses:

- (1) South 88°51'49" West 28.023 feet;
- (2) South 26°09'18" West 24.756 feet;
- (3) South 55°54'22" West 24.601 feet;
- (4) North 66°58'10" West 17.271 feet;
- (5) South 33°20'58" West 27.281 feet;
- (6) South 81°12'24" West 69.681 feet;
- (7) South 56°19'30" West 94.121 feet;
- (8) South 30°37'28" East 46.082 feet;
- (9) North 84°24'11" West 105.338 feet;
- (10) South 60°02'15" West 44.680 feet;
- (11) South 79°33'18" West 59.579 feet;
- (12) North 82°00'05" West 76.064 feet;
- (13) South 64°38'58" West 44.205 feet;
- (14) South 62°00'23" West 107.299 feet;
- (15) North 85°02'39" West 40.956 feet;
- (16) North 89°47'52" West 30.958 feet;
- (17) South 69°29'39" West 47.988 feet;
- (18) South 34°49'35" West 29.689 feet;
- (19) South 60°55'25" West 15.252 feet;

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Thence leaving said centerline of Little Cottonwood Creek and running North 15°52'00" West 215.410 feet to Corner No. 4 of Hellgate Lode Mining Claim, Mineral Survey No. 5282; thence North 70°56'00" East 134.769 feet; thence North 42°25'00" East 48.178 feet; thence South 19°04'00" East 5.003 feet; thence South 42°25'00" West 104.703 feet; thence South 19°04'00" East 82.010 feet; thence North 70°56'00" East 253.000 feet; thence North 19°04'00" West 194.000 feet; thence South 70°56'00" West 161.000 feet; thence South 67°35'34" West 173.487 feet; thence North 15°52'00" West 4.650 feet; thence North 67°49'00" East 615.805 feet; thence South 0°00'00" East 35.704 feet; thence North: 63°43'08" East 150.557 feet; thence North 0°00'00" East 5.711 feet; thence North 90°00'00" East 123.425 feet; thence North 0°00'00" East 63.701 feet; thence North 67°49'00" East 78.616 feet; thence South 15°52'00" East 127.662 feet to the point of beginning. Containing 5.249 acres more or less.

TOGETHER WITH all easements, rights of way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above described parcel of real property.

EXCLUDING all presently existing or to be constructed or installed utility lines and related facilities which are now or hereafter owned by any governmental or quasi governmental authority or by any public or private utility company.

ALL OF THE FOREGOING IS ALSO SUBJECT TO: all liens for future taxes, assessments, and charges imposed or levied by governmental or quasi governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all easements and rights of way of record, otherwise existing, or enforceable in law or equity; and any easements, rights of way, encroachments, shortages in area, or discrepancies shown on or revealed by the recorded plat for Cottonwood Creek Subdivision, or otherwise existing or discoverable from an inspection of the above described parcel of real property.

B. Declarant 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 the several purchasers of said property as hereinafter set forth.

C. The Town of Alta ("Town") is a political subdivision of the State of Utah and the Town has required, as a condition of approval of Cottonwood Creek Subdivision, that it review and approve all structures, dwellings and improvements proposed for development in Cottonwood Creek Subdivision and specifically that the Town provide a technical review of each such improvement in

order to minimize the potential risks associated with avalanches and other natural disasters in the area of the Cottonwood Creek Subdivision.

NOW, THEREFORE, Declarant 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 and between themselves and their heirs, successors and assigns.

1. MUTUAL AND RECIPROCAL BENEFITS. All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude 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.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANT. All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon.

3. LAND USE AND BUILDING TYPE. No lot shall be used except for single-family residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height and a private garage for not more than three (3) vehicles. No building shall be used, rented or leased for commercial purposes and no building shall have lockouts or other similar commercial or rental facilities. The Architectural and Structural Control Committee shall have power to further limit the number of stories and the height of structures as to all lots in its sole and exclusive discretion based upon, among other things, any recommendations of the Town with regard to avalanche concerns. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1,500 square feet for a single level residence, and 1,000 square feet for each floor for a multi-level

residence. Garages shall be required rather than carports. All construction shall be of new materials. Such accessory buildings as are approved by the Architectural and Structural Control Committee may also be permitted.

4. ENVIRONMENTAL REGULATIONS. Cottonwood Creek Subdivision is located in an environmentally sensitive area. Little Cottonwood Creek, which runs through or is adjacent to this Subdivision, has been designated a non-degradation stream by the State of Utah and Salt Lake County. In addition, the Cottonwood Creek Subdivision lies within an avalanche path which requires certain limitations and additional requirements with respect to each structure or improvement located on any lot within the Cottonwood Creek Subdivision. As a result of such designation, the following restrictions with respect to environmental controls apply:

A. Animals. No domestic, farm or other animals of any kind shall be permitted within the subdivision. See also Paragraph 9(B).

B. Easements for Stream Buffer Area and Flood Control. Any lot which backs upon Little Cottonwood Creek (hereinafter the "Creek") shall be deemed to have a rear yard property line located at the center point of the creek. Commencing from the rear yard property line and extending toward the front yard property line of all lots backing the Creek, the following easements exist:

- 1) Twenty Foot (20') stream easement;
- 2) Fifty Foot (50') open space, "buffer area" easement which shall extend from the center line of the creek to a point fifty feet into the lot. Within said buffer area, no structure of any kind shall be permitted and no environmentally destructive activities shall take place. The following are specifically prohibited: fertilizing, trimming of bushes or shrubs, discharge of any substances and fencing of any kind. It is the intent of this provision to maintain a natural state in the buffer area.

C. Construction and Excavation Debris. All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to locate on any adjoining lot, in any public right of way, or in the buffer area. Lot owners agree that the Declarant or the Architectural and Structural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property or in the buffer area as a result of

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activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all sums expended by said Architectural and Structural Control Committee or the Declarant in cleaning up and removing said "spoils" and debris from adjoining public, private property, or buffer area if same is not voluntarily cleaned up and removed by owner with 24 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work.

D. AVALANCHE PROTECTION MEASURES. ALL LOT OWNERS ACKNOWLEDGE AND ASSUME THE RISK, BY ACCEPTING A DEED TO ONE OF THE LOTS IN COTTONWOOD CREEK SUBDIVISION, EXECUTING A CONTRACT OF PURCHASE WITH RESPECT THERETO OR ACQUIRING ANY INTEREST THEREIN, THAT THE COTTONWOOD CREEK SUBDIVISION IS LOCATED WITHIN AN AVALANCHE PATH WHICH REQUIRES SPECIAL BUILDING CONSIDERATIONS. ACCORDINGLY, IN ADDITION TO THE REVIEW OF ALL PLANS BY THE ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE, ALL PLANS AND SPECIFICATIONS WITH RESPECT TO ANY IMPROVEMENT PROPOSED FOR A LOT ARE SUBJECT TO TECHNICAL REVIEW BY THE TOWN AND EACH OWNER AGREES TO EMPLOY A LICENSED UTAH STRUCTURAL ENGINEER, ACCEPTABLE TO THE TOWN, IN ORDER TO DESIGN EACH STRUCTURE SO THAT IT CAN WITHHOLD THE FORCES INVOLVED IN CONNECTION WITH ANY AVALANCHE TO WHICH THE PROPERTY MAY BE SUBJECT. IT IS CONTEMPLATED THAT EACH OF THE STRUCTURES WILL BE OF STEEL AND CONCRETE MATERIALS AND OTHER SUCH MATERIALS WHICH ARE DETERMINED TO BE NECESSARY TO MEET THE SPECIAL AVALANCHE CONSIDERATIONS OF THE COTTONWOOD CREEK SUBDIVISION. IN ADDITION, EACH OWNER SHALL PERMIT THE DECLARANT AND THE TOWN TO LOCATE ON HIS LOT ONE OR MORE SIGNS TO BE PERMANENTLY POSTED IN CONSPICUOUS LOCATIONS TO WARN OWNERS, RESIDENTS, GUESTS, INVITEES, AND ALL OTHER PERSONS WHO MAY ENTER UPON THE PROPERTY OF THE POTENTIAL DANGERS AND RISKS OF THE AVALANCHE ZONE IN WHICH COTTONWOOD CREEK SUBDIVISION IS LOCATED. PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS ON ANY LOT, THE OWNER SHALL PROVIDE EVIDENCE TO THE TOWN THAT HIS PROPOSED IMPROVEMENTS AND STRUCTURES ARE CONSISTENT AND COMPLY WITH THE AVALANCHE LOADING AND SAFETY ANALYSIS PREPARED AND UPDATED FROM TIME TO TIME BY ARTHUR MEARS OR ANOTHER COMPARABLE AVALANCHE SPECIALIST.

E. LOCKOUT. IN THE EVENT OF AVALANCHE OR THE THREAT THEREOF, AUTHORIZED AGENTS OF THE TOWN MAY PROHIBIT ALL INGRESS AND EGRESS TO AND FROM THE COTTONWOOD CREEK SUBDIVISION, AS WELL AS ALL ACCESS TO OR EXIT FROM ANY DWELLING OR OTHER IMPROVEMENT IN THE COTTONWOOD CREEK SUBDIVISION BY ANY OWNER, LESSEE, GUEST, EMPLOYEE, OR ANY OTHER PERSON. IN THE EVENT OF ANY SUCH PROHIBITION ON ACCESS AND TRAVEL, NEITHER THE TOWN NOR ITS AUTHORIZED AGENTS SHALL BE LIABLE TO DECLARANT OR ANY OWNER, LESSEE, GUEST, EMPLOYEE OR ANY OTHER PERSONS FOR LOSS OR DAMAGE

OCCASIONED BY OR RESULTING FROM SUCH PROHIBITION. AN EMERGENCY ESCAPE BRIDGE HAS BEEN OR SHALL BE CONSTRUCTED BY DECLARANT ACROSS LITTLE COTTONWOOD CREEK AT A LOCATION APPROVED BY THE DECLARANT AND THE TOWN. THE BRIDGE SHALL BE MAINTAINED AND INSURED BY ALL LOT OWNERS SUBJECT TO SPECIAL ASSESSMENTS ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE. USE OF THE BRIDGE DURING EMERGENCY CONDITIONS SHALL BE SUBJECT TO THE DIRECTION AND CONTROL OF THE TOWN.

F. RELEASE, HOLD HARMLESS AND INDEMNIFICATION. DECLARANT AND EACH OWNER, LESSEE, INVITEE OR OTHER PERSON USING OR OCCUPYING ANY PORTION OF COTTONWOOD CREEK SUBDIVISION HEREBY RELEASES, HOLDS HARMLESS, ACQUITS AND FOREVER DISCHARGES THE TOWN AND THE UNITED STATES FOREST SERVICE, THEIR HEIRS AND SUCCESSORS, EMPLOYEES AND AGENTS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES AND RESPONSIBILITIES OF EVERY KIND AND NATURE WHATSOEVER OCCASIONED BY ANY SUCH OWNER, DECLARANT, LESSEE, INVITEE OR ANY OTHER PERSON AS A RESULT OF ANY AVALANCHE OR RELATED NATURAL DISASTER WHICH OCCURS WITHIN THE COTTONWOOD CREEK SUBDIVISION. EACH PERSON WHO PURCHASES OR OWNS A LOT IN THE COTTONWOOD CREEK SUBDIVISION SHALL EXECUTE A HOLD HARMLESS AND INDEMNITY AGREEMENT WITH THE TOWN, THE FORM OF WHICH IS MARKED AS EXHIBIT "A" AND IS ATTACHED TO AND MADE A PART OF THIS DECLARATION. IN THE EVENT SUCH PERSON FAILS TO EXECUTE SUCH A HOLD HARMLESS AND INDEMNITY AGREEMENT FOR ANY REASON, HE SHALL, UPON BECOMING SUCH A PURCHASER OR OWNER, BE DEEMED TO HAVE EXECUTED SUCH A HOLD HARMLESS AND INDEMNITY AGREEMENT IN THE FORM ATTACHED HERETO AND SHALL BE BOUND BY ALL OF THE TERMS THEREOF.

5. MOVING OF STRUCTURES. No structure of any kind shall be moved from any other place to the property without written approval of the Architectural and Structural Control Committee.

6. DILIGENCE IN BUILDING. When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within sixteen (16) months. No building shall remain incomplete for any reason for a period in excess of sixteen (16) months from the date that site excavation commenced.

7. COMPLIANCE WITH ZONING ORDINANCES OF THE TOWN. All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of the Town of Alta Zoning Ordinance as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

8. TEMPORARY STRUCTURES. No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

9. NUISANCES AND RELATED MATTERS.

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or potential pollution source to Little Cottonwood Creek.

B. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, livestock, or common household pets, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision. No animals of any kind, including dogs and/or cats, will be permitted.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. Signs. Except for signs displayed by the Declarant during the construction and lot sales period and signs warning of avalanche danger, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot. All signs shall comply with the Town's sign ordinances or requirements.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television antenna may be placed on a structure at a height to be specifically approved by the Architectural and Structural Control Committee. The location of satellite dishes shall be specifically approved by the Architectural and Structural Control Committee.

H. Air Conditioning. No swamp coolers will be

permitted. Air conditioning shall be provided only by a central air conditioning system.

10. EASEMENTS. Such easements and rights of way shall be reserved to the Declarant, 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 subdivision plat or otherwise. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns.

11. SET BACKS. 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 and Structural Control Committee and in conformity with any additional "set back" lines which may be fixed by the Town or Declarant, its successors and assigns, in the recorded subdivision plat, 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.

12. ARCHITECTURAL CONTROL COMMITTEE. An Architectural and Structural Control Committee (hereinafter the "Committee"), consisting of three (3) members is hereby created, and the Declarant may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 90% of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon designation of 85% of those who are owners (either by contract or purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the Declarant will appoint such person or persons to the Committee, and if necessary will remove from the Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the Declarant shall always remain a member of said Committee if the Declarant so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the Declarant, 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 which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two (2) members.

13. ARCHITECTURAL CONTROL COMMITTEE MEMBERS. The Committee's initial members shall be:

Walter J. Plumb III
411 East 100 South
Salt Lake City, Utah 84111

Thomas Williamsen
411 East 100 South
Salt Lake City, Utah 84111

Michael Swensen
411 East 100 South
Salt Lake City, Utah 84111

14. ARCHITECTURAL AND STRUCTURAL CONTROL.

A. Approval Required. No building or structure, including a tennis court or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

B. Structural Guidelines. Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces including stress resulting from avalanches. Each Owner shall retain a structural engineer to make written recommendations regarding any proposed dwelling and its ability to withstand avalanche stresses.

C. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Cottonwood Creek Subdivision affected hereby:

1. Harmony in Building. The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either composition shingles, tile roofs, gravel roofs in

natural colors or approved metals. All exterior building materials shall be approved by the Town Fire Marshall and building officials.

2. Landscaping. No landscaping shall be started on a lot nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Committee. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if a house is ready for occupancy after October 15) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within nine months of the date the house is approved for occupancy. No landscaping plan will be approved unless the front yard and side yard have and the owner of said residential lot installs an underground automated sprinkling system. Said system shall extend to the grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

3. Color Harmony. Exterior colors must be approved by the Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces.

4. Retaining Walls. All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes.

5. Site Plan. The direction which homes on lots shall face must be approved by the Committee. Lot owners must determine the depth and location of the sewer in consultation with the appropriate Sewer District prior to designing their exterior house elevations.

6. Exterior Lighting. Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

7. Scale Lot Layout. No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter inch scale.

8. Samples. Prior to the approval of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.

9. Construction Plans and Drawings. Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee. The Committee will not permit any redlining or oral modification of said final "to be constructed" plans and drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. In addition, no plans shall be approved by the Committee until after the footing, foundation and roof plans and all structural elements have been approved in writing by a licensed structural engineer. All such plans and drawings will be deemed to be approved at such time as they have been signed by two members of the Committee or their designated representatives. All approvals by the Committee are subject to the final approval by the Town.

10. Prohibition Against Soil Erosion and Runoff. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. All construction shall comply with the provisions of Chapter 70 of the Uniform Building Code. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to impair construction, the natural stream buffer zone, or the natural drainage.

D. Building Permit Procedure. No lot owner will be eligible to obtain a building permit from the Town of Alta until such time as he has submitted to the Committee:

1. Construction plans and drawings as provided for herein as well as a design for impervious run off

which is adequate, in the sole opinion of the Committee, to control drainage from the lot.

2. A deposit in the sum of Five Hundred Dollars (\$500.00) (hereafter the "Deposit").

At such time as the Committee has approved the plans and drawings, as well as the design for impervious run off, the Declarant will then notify the lot owner in writing of his authorization to apply for a building permit.

The Deposit, less one hundred dollars to be retained by the Committee to reimburse it for plan approval costs, will be refunded to the lot owner upon completion of construction in accordance with the plans and drawings and upon completion of landscaping in accordance with the requirements set forth herein and upon compliance with all other provisions of this Declaration applicable to the lot.

15. ARCHITECTURAL PROCEDURE. The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omission in the design of any building or landscaping, and any violations of Town ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be constructed as an independent review of the structural or mechanical adequacy of the buildings or with architectural soundness thereof and the Committee shall have no responsibility for a determination of such adequacy or soundness.

16. ADDITIONAL COVENANTS.

A. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

B. Enforcement. No dwelling, improvement or other structure or building shall be constructed or maintained and no grading or removal of any natural vegetation or change in natural or approved drainage pattern shall occur on a lot until a permit or written approval therefor is obtained from the Town. The granting of a permit or approval by the Town with respect to any matters shall not bind or otherwise affect the power of the Committee to refuse to approve any such matter not in accordance with the provisions of this Declaration. The lot owners hereby agree that the Committee and/or the Town may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any

covenant or agreement contained in this Declaration. Should any suite be instituted, the affected lot owner or owners agree that if the court finds in the Town's or the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the Town/Committee's attorney as such fees may be fixed by the court.

17. VIOLATIONS OF RESTRICTIONS; PENALTIES. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the Committee or the Declarant, their 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 existing 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.

18. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

19. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be in continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be constructed as a waiver of any other restriction or condition.

20. RESERVATION OF EASEMENT. All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have granted an easement to the Declarant so as to permit the Declarant to develop each and every part or parcel of adjoining property owned or held by him.

21. RESPONSIBILITY FOR MAINTAINENCE OF ROADWAYS. As set forth on the plat for the Cottonwood Creek Subdivision, a portion of the subdivision consists of a roadway. The lot owners in the Cottonwood Creek Subdivision shall be responsible for the cost of maintenance, repair, replacement, snow removal and upkeep of all

portions of the roadway and shall make such repairs and replacements thereto as shall be required to maintain such roadway in a first class condition. The Town shall have no responsibility for the maintenance, repair, replacement, snow removal or upkeep of said roadway and each owner by accepting a deed to a lot acknowledges that the Town is not responsible for such responsibilities. Each lot owner hereby covenants and agrees to pay one-ninth of all costs associated with the maintenance, repair, replacement, snow removal, upkeep and any other costs associated with the use and operation of any and all roadways within the subdivision. Assessments to lot owners for such costs are hereby authorized. All assessments for roadway charges shall be the personal obligation of the owner of each lot at the time when the assessment falls due.

If there is a delinquency in the payment of any assessment with respect to charges for the roadway as described herein, such assessment together with interest at 18% per annum, costs of collection and reasonable attorney's fees, shall be a lien against the lot upon the recordation in the office of the county recorder of a notice of delinquent assessment. The notice of delinquent assessment shall be signed by two or more lot owners and shall state the amount of the delinquent assessment, a description of the lot and the name of the record owner. Such liens shall be prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the lot and a first mortgage or first trust deed on the lot recorded prior to the date the notice of delinquent assessment was recorded. After recording the notice of delinquent assessment, the lot with respect to which a notice of delinquent assessment has been recorded may be sold in the same manner as the sale under Utah law for the exercise of powers of sale or through judicial foreclosure.

22. SEVERABILITY. Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. AMENDMENT. Any amendment to this Declaration shall require the affirmative vote of Owners of at least 85% of all lots within the Cottonwood Creek Subdivision. In voting, each lot owner of record shall be entitled to one vote for each lot owned by him, provided, however, where there is more than one record owner of a lot, all of such owners must act unanimously in order to cast a vote for that lot. The action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners. Any vote resulting in the amendment of the Declaration shall be recorded in the County Recorder's Office, Salt Lake County, State of Utah. Section 4 of this Declaration shall not be amended without the prior written consent of the Town.

IN WITNESS WHEREOF, the undersigned has executed this document this 24th day of September, 1987.

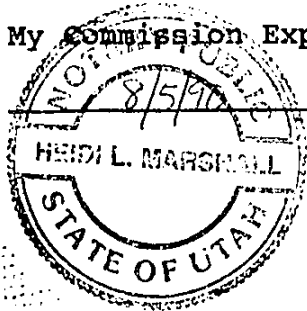
PLUMB INVESTMENT COMPANY

By *Walter J. Plumb III*
its President

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

On this 24th day of September, 1987, personally appeared before me Walter J. Plumb III, who being by me duly sworn, did say that he is the President of Plumb Investment Company, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or a resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.

My Commission Expires: _____



Heidi L. Marshall
NOTARY PUBLIC
Residing at *West Jordan, Utah*