

WHEN RECORDED, RETURN TO:
Dennis R. James
136 S. Main Street, #800
Salt Lake City, UT 84101

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MORGAN & HANSEN
REC BY: KARMA BLANCHARD, DEPUTY

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VINTAGE COURT OF THE COTTONWOODS**

Recorded on the _____ day of _____, 19____.
Book _____ Page _____ as Entry No. _____.
Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the owner of that certain tract of real property located in Salt Lake County, State of Utah, known as Vintage Court of the Cottonwoods, and which is more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference,

NOW THEREFORE, in consideration of the premises and as part of the general plan for improvement of the property comprising Vintage Court of the Cottonwoods, the undersigned does hereby declare the real property hereinabove described, subject to the covenants, conditions, and restrictions herein recited.

SECTION A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height (above ground level) with a private attached garage for, not less than two vehicles and for not more than four vehicles.

2. Architectural Control. No building shall be erected, placed, or altered on any lot unless construction plans and

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specifications, together with a plot plan showing the location of the structure upon the lot, have been approved in writing by the Vintage Court of the Cottonwoods Architectural Control Committee ("Committee" herein). The Committee shall have authority and discretion to approve the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure on the particular lot with respect to topography and finish grade elevation considerations. All required approvals of the Committee as required in this paragraph and any other part of Section A shall be in accordance with the procedures outlined in Section B hereinbelow.

3. Building Quality and Size. Any single-story home constructed on the lot shall consist of a minimum size of 2,200 square feet, exclusive of open porches and garages. For purposes of these covenants, bi-level or split-level homes shall be considered as single-story homes, and the 2,200 square foot minimum requirement shall be required on the main floor and the upper floor.

Any two-story home constructed on a lot in the subdivision shall be of a minimum size of 2,600 square feet, with 1,500 square feet on the main floor (ground level), exclusive of open porches and garages.

All materials used in construction of any building must harmonize with surrounding homes and environment and must receive prior written approval of the Committee. By way of example and not

limitation, the Committee may in its sole discretion require some portion of the exterior of any building to include some brick, stucco, or other masonry product and may restrict the use of aluminum, vinyl and other siding products.

4. Perimeter Fence. Within six months of the sale of any contiguous lot, the two contiguous lot owners shall be required to share the costs and to complete construction on a fence between the two lots. All lots shall be fenced along the rear and side yards of the property using materials, design, and quality of construction equal to the entry fence constructed in the subdivision. Construction of said fences shall be subject to approval of the Committee.

5. Construction. The purchaser of any lot within the subdivision shall commence construction of a single-family residential building conforming to the requirements of these covenants within six months of the date of purchase. No construction shall exceed a 12-month period from the time it is commenced without prior written authorization from the Committee. Any construction undertaken shall proceed continuously, and the property shall be ready for occupancy as a residence within 12 months from the date construction is commenced.

6. Landscaping. Each purchaser of a lot in the subdivision must submit a plan for front yard landscaping to the Committee and must complete installation of an approved landscaping plan within 60 days of completion of construction of any residential dwelling

unit.

7. Additional Structures. No structures beside the single-family residence and garage shall be allowed or constructed on any lot. Any storage units or additional garages must be part of the original structures unless approval is obtained from the Committee.

8. Used or Temporary Structures. No used or previously erected or temporary house structure, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other outbuilding shall be placed, erected or allowed to remain on any lot as a residence either temporarily or permanently. No residence shall be occupied in any manner prior to its completion.

9. Towers and Antennae. No towers or exposed electronic antennae or television dish antennae of any kind shall be installed or permitted on any lot without prior written approval of the Committee. This restriction is intended to include any exposed or outside radio, television, or other electronic antennae.

10. Parking. No resident of the subdivision shall park any motor vehicle on any street in the subdivision between the hours of 8 p.m. and 6 a.m. Guests visiting a resident may park on the streets of the subdivision on a temporary basis, but no overnight parking of any vehicle shall be allowed on any of the streets of the subdivision. No recreational vehicles, including campers, trailers, boats, or other recreational vehicles shall be allowed to park on any street in the subdivision.

All vehicles must be parked behind the Salt Lake County front

yard setback requirements or behind the front of the residential structure constructed on the lot, whichever distance is greater from the street in front of the residence.

No trucks, commercial vehicles, construction, or like equipment shall be stored or parked on any residential lot (unless parked in a closed garage) nor parked on any residential street in the subdivision.

11. Maintenance. All property and improvements, and all landscaping on any lot shall be kept and maintained by the owner in a clean and safe, attractive, and sightly condition and in good repair. Trees, lawn, shrubs and other plantings provided by the owner of each lot shall be properly nurtured and maintained or replaced at the property owner's expense. Upon failure or neglect of any owner to properly maintain landscaping or improvements on any lot, the Committee may serve him or her with written notice to conform the maintenance level with respect to said landscaping or improvements. Within ten days of receipt of written notice from the Committee, owner must commence the necessary repairs or improvements or the Committee may cause said repairs or improvements to be made and any expenses incurred by the Committee in bringing the lot into compliance shall be the responsibility of the lot owner. Any expenses advanced by the Committee shall constitute a lien against the individual lot, and shall bear interest at the rate of 18% per annum until paid.

12. Animals and Pets. Any animals or household pets may only

be kept as allowed under the current zoning regulations then in force for Salt Lake County. There shall be no animals or pets maintained for breeding or commercial purposes, and all animals and pets shall be restricted to the individual lot owner's premises and must be maintained under his or her control. No animals or pets shall be allowed into the front yard area of any lot unless in a cage or on a leash. If, in the opinion of the Committee, any animal or pet maintained by any lot owner shall become an annoyance, nuisance, or shall be considered obnoxious to other owners within the subdivision, the Committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous, unsafe, or a nuisance or annoyance to the neighborhood.

13. Nuisance. No obnoxious or offensive activities shall be allowed on any lot, nor shall any activity be allowed on any lot which may be or may result in an annoyance or nuisance to other lot owners in the subdivision. No clotheslines shall be allowed, nor shall there be any storage of any articles which are considered unsightly by the Committee unless located in enclosed areas built and designed for such purposes.

14. Easement. For the installation and maintenance of utilities and drainage facilities, certain areas in the subdivision have been reserved with easements as shown on the recorded plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which shall affect or alter

the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in any easement, or which shall in any other way affect, impair, or impede any of the utilities and drainage for which said easement has been granted. The easement areas of each of the lots and all improvements in it shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

15. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and all such items must be kept in sanitary containers. All sanitary containers or other equipment for the storage or disposal of trash and other materials shall be kept in a clean and sanitary condition and stored in a location not visible from the front walk or street and not otherwise in a location offensive to neighbors. Each lot and its abutting street are to be kept free of trash, wood, refuse, and debris by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

16. Slope and Drainage Control. No structure, landscaping, or other materials shall be placed or permitted to remain on any lot which may damage or cause interference with established slope ratios in the subdivision, create erosion or sliding problems, or which may change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels.

The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

17. Subdivision of Lot. No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot or any part thereof without prior written approval of the Committee.

SECTION B

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Vintage Court of the Cottonwoods Architectural Control Committee shall be initially comprised of Rulon B. Burningham, Kent R. Burningham, and Paul F. Burningham. Each committee member shall serve automatically renewable three-year terms except that the terms shall be staggered so that the initial committee shall serve initial terms as follows:

Rulon B. Burningham	1-year initial term
Paul F. Burningham	2-year initial term
Kent R. Burningham	3-year initial term

After their initial term, the initial committee members' terms shall automatically renew for three-year terms.

A majority of the Committee may designate a representative to act in its stead and behalf. In the event of the death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor member of the

Committee. All successors to the initial committee members must be owners of lots in the Vintage Court of the Cottonwoods. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for their services pursuant to this covenant. Any committee member may be removed from the committee at any time by written vote the owners of 67% or more of the lots of Vintage Court of the Cottonwoods.

2. Procedure. The Committee's approval or disapproval of any act or course of conduct as required in these covenants shall be in writing. In the event the Committee or its designated representatives shall fail to approve or disapprove of any plans or other matters subject to their approval within 30 days after said plans and specifications have been submitted to it in writing the related covenant or requirement shall be deemed to have been fully complied with and the proposed action shall be deemed to have been approved.

SECTION C

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties and all persons succeeding to title of any lot in the subdivision for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 20 years unless an instrument signed by 67% or more of the then lot owners

has been recorded agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereunder, either to restrain violation of said covenants or to recover damages for violation of said covenants.

3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. Rules and Regulations. Subject to the limitations set forth in this Declaration, the Committee shall have the right to make such reasonable rules and regulations and to provide such means to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

5. Amendment or Termination. This declaration may be terminated or amended, and all of the real property now or hereafter affected by this Declaration may be released from all or any part of the terms and conditions of this declaration, by the owners of 67% or more of the lots subject hereto executing and acknowledging an appropriate written agreement for that purpose and filing the same with the office of the Salt Lake County Recorder, State of Utah.

6. Covenants Running With Land. All of the provisions of this declaration shall be deemed to be covenants running with the

land, and shall be binding on and inure to the benefit of the other owners of lots in the subdivision, their heirs, successors and assigns, and all parties claiming by, through or under them shall take subject to this Declaration and agree and covenant with the other owners in the subdivision, their successors in title and with each other, to conform to and observe all of the terms and conditions contained in this declaration.

7. Legal Action. Any lot owner, or the Committee, may maintain any legal proceedings to enforce or to compel compliance with any of the terms and conditions of this declaration, including by seeking an award of damages or seeking injunctive relief. The non-prevailing party in such proceedings shall be responsible for all costs and attorneys' fees of the prevailing party.

OWNER:

SPECTRUM DEVELOPMENT CORPORATION

By: 
Kent R. Burningham, Vice-President

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

On this 31ST day of October, 1991, personally appeared before me Kent R. Burningham, the signer of the within instrument, who duly acknowledged to me that he is the Vice-President of Spectrum Development Corporation, a Utah corporation, owner of all lots of Vintage Court of the Cottonwoods and that he executed this Declaration of Protective Covenants, Conditions and Restrictions for and on behalf of and under authority from Spectrum Development Corporation.

My Commission Expires:

5/24/94

Lynette Ambrose
NOTARY PUBLIC, Residing at:
Salt Lake County, Utah

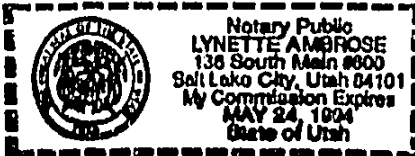


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT IN WEST RIGHT OF WAY LINE OF STATE HIGHWAY WHICH IS 543.83 FEET SOUTH AND 210.83 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 83 DEGREES 32 MINUTES 30 SECONDS WEST 592.26 FEET; THENCE NORTH 1 DEGREE 26 MINUTES EAST 201.20 FEET, THENCE NORTH 85 DEGREES 02 MINUTES EAST 527.70 FEET TO HIGHWAY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG HIGHWAY RIGHT OF WAY 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF LOT 29, COTTONWOOD MEADOWS A, B & C AMENDED SUBDIVISION; THENCE NORTH 83 DEGREES 32 MINUTES 30 SECONDS WEST 594.72 FEET; THENCE NORTH 1 DEGREE 26 MINUTES EAST 79 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES EAST 592.26 FEET; THENCE SOUTHERLY 79 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.