

DECLARATION OF PROTECTIVE COVENANTS

for

LITTLE COTTONWOOD CREEK ESTATES

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owner of the following described real property situated in Salt Lake County, State of Utah, to wit:

All of lots 1 through 9 of  
LITTLE COTTONWOOD CREEK ESTATES

In consideration of the premises and as part of the general plan for improvement of the property comprising LITTLE COTTONWOOD CREEK ESTATES, the undersigned does hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART 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 detached single family dwellings not to exceed two stories in height and a private garage for not more than four vehicles.

2. Architectural Control

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by LITTLE COTTONWOOD CREEK ESTATES Architectural Control Committee as to quality of workmanship and materials, harmony of external

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design with existing structures, as to location in respect with topography and finish grade elevation. Two sets of plans must be submitted for this purpose, one set will remain in the office of the LITTLE COTTONWOOD CREEK ESTATES Architectural Central Committee. The other set will be returned to the lot owner with the approval or disapproval thereof. All homes will be required to have at least 50% brick or stone veneer. The approval or disapproval of any home must be given by letter from The LITTLE COTTONWOOD CREEK ESTATES Architectural Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

### **3. Dwelling Quality and Size**

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 2,000 square feet for a single story, split level or split entry structures; or less than 1,500 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,200 square feet for two story structures.

### **4. Building Location**

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet.

(b) No building shall be located nearer than 10 feet to an interior lot line or nearer than 25 feet to the rear lot line.

(c) All dwellings are to face the public street or private drive or lane.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.

### **5. Construction Time Following Purchase**

The grantee or grantees of any building lot within the subdivision shall, within 36 months from the purchase date of said lot, commence construction or landscaping

upon the first 30-foot frontage of the purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced.

**6. Easement**

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or brooks in the area, or which may obstruct or retard the flow of water through drainage channels in the easements or any of the brooks. The easement area of each of the lots and all improvements in it shall be landscaped and maintained continuously by the owner of the lot.

**7. Street Lighting**

The owner of each lot throughout the subdivision is required to install at the time of construction an electric street light upon their respective lots, situated within 20 feet of the front curb of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition; unless an existing street light is located on or adjacent to the owner's lot. In such a situation, the owner is required to wire the existing street light through their residential electrical meter, and maintain said street light at all times in a proper operative condition.

**8. Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the LITTLE COTTONWOOD CREEK ESTATES Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets or

front and side lots unless they are in running condition, properly licensed and are being regularly used.

**9. Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

**10. Garbage and Refuse Disposal**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

**11. Animals and Pets**

Dogs, cats, or other household pets, horses or other livestock may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.

If in the opinion of the LITTLE COTTONWOOD CREEK ESTATES Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout 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 or unsafe to the neighborhood.

**12. Landscaping**

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owners expense upon request of the LITTLE COTTONWOOD CREEK ESTATE Architectural Control Committee. All lots are to be landscaped and maintained to the edge of the roadway or private lane. Also includes landscaping and maintaining the common area

\*strip on the opposite side of the roadway. All brooks shall be maintained and completely lined with cobble stones of appropriate size from 3" to 9" in diameter.

**13. Subdivision of Lots**

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more subjects less in square foot area than the area of the lot at the time of its initial purchase.

**14. LITTLE COTTONWOOD CREEK ESTATES ASSOCIATION**

The owner of each lot throughout the subdivision belongs to and is allowed one vote in the LITTLE COTTONWOOD CREEK ESTATES Association. Annually, the Association is to meet to elect a chairman and to vote upon any other business in the common interest of the lot holders.

The chairman will coordinate business as authorized by the Association, such as arranging for the snow plowing of Hilden Court and Siesta Hills Court.

The chairman will be elected and all assessments will be by majority vote. All assessments will be shared equally by all lot owners.

These covenants are subject to the current and subsequently adopted rules, regulations and policies of the LITTLE COTTONWOOD CREEK ESTATES Association.

**PART B**

**THE LITTLE COTTONWOOD CREEK ESTATES ARCHITECTURAL CONTROL  
COMMITTEE**

**1. Membership**

The initial LITTLE COTTONWOOD CREEK ESTATES Architectural Control Committee is comprised of Jeffrey Howcroft, Margaret Carol Howcroft and Jack Coupens. A majority of the committee may designate a representative to act for it. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**2. Procedure**

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 10 days after plans and specifications have been submitted to it, or in the event there is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**PART C  
GENERAL PROVISIONS**

**1. Terms**

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them 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 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

**2. Enforcement**

Enforcement of the foregoing shall be by proceedings at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. Specifically, a competent court with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorneys fee to the person or Association enforcing the same.

**3. Severability**

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

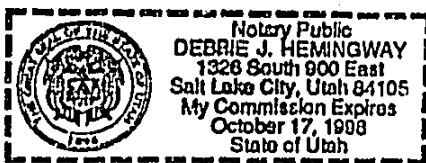
DATED THIS 31 day of August, 1995

COUNTRY COTTAGES & HOMES

By: [Signature]  
Its: President

STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

On the 31st day of August, 1995 personally appeared before me, JEFFREY HOWCROFT, who is the President of COUNTRY COTTAGES & HOMES, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of LITTLE COTTONWOOD CREEK ESTATES, by authority of a resolution of its board of directors and acknowledged that the corporation executed the same.



[Signature]  
Notary Public  
Residing at: JLC, UT

LITTLE COTTONWOOD CREEK ASSOCIATION  
RULES AND REGULATIONS

1. The LITTLE COTTONWOOD CREEK ESTATES Association incorporates the current "Declaration of Protective Covenants for the LITTLE COTTONWOOD CREEK ESTATES Subdivision" by this reference as regulation of the LITTLE COTTONWOOD CREEK ESTATES Association.
2. The Architectural Control Committee of the LITTLE COTTONWOOD CREEK ESTATES is to serve at the pleasure of a majority of the owners of lots in the subdivision; hence any of the members of that committee may be terminated (voluntary or involuntary) by a majority vote of the LITTLE COTTONWOOD CREEK ESTATES Association (Each lot receiving one vote).

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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT TITLE  
REC BY: T TAFOYA DEPUTY - WI

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