

8295816

WHEN RECORDED, PLEASE MAIL TO:

Alan Kruckenberg Construction Inc.  
6782 South 1300 East  
Salt Lake City, Utah 84121

8295816  
07/17/2002 04:12 PM 46.00  
Book - 8621 Pg - 1921-1935  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SUTHERLAND TITLE  
BY: EHR, DEPUTY - WI 15 P.

**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 17 day of JULY  
2002, by Alan Kruckenberg Construction, Inc., a Utah corporation,  
hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in  
the County of Salt Lake, State of Utah, described as:

CLAYBOURNE COTTAGES P. U. D.

WHEREAS, Declarant has deemed it desirable to impose a  
general plan for the improvement and development of the portion of  
said tract and all of the property described herein and the  
adoption and establishment of covenants, conditions and  
restrictions upon said real property and each and every lot and  
portion thereof and upon the use, occupancy and enjoyment thereof,  
all for the purpose of enhancing and protecting the value,  
desirability and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the  
efficient preservation of the value, desirability and  
attractiveness of the portion of said tract and any additional  
property which may be annexed thereto, to which should be delegated  
and assigned the powers of maintaining and administering the common  
area and administering and enforcing these covenants, conditions  
and restrictions and collecting and disbursing funds pursuant to  
the assessment and charges hereinafter created and referred to; and

WHEREAS, CLAYBOURNE COTTAGES Homeowner's Association,  
a non-profit corporation will be incorporated under the laws of the  
State of Utah for the purpose of exercising the powers and  
functions aforesaid; and

WHEREAS, Declarant will convey title to all of said lots  
in the portion of said tract subject to certain protective  
covenants, conditions and restrictions hereinafter set forth;

8295816 PG 1921

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above and such addition thereto as may hereafter be made pursuant to Article II hereof shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every party thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

## ARTICLE I

### DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to Claybourne Cottages Homeowners Association, a non-profit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to, private streets.

Section 3. "Lot" shall mean and refer to a recorded lot or condominium unit within the existing property or any other properties annexed pursuant to this Declaration, upon which there has been or will be constructed a single family residence or condominium unit, by shall not mean or include any common area.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Alan Kruckenberg Construction, Inc., its successors and assigns.

Section 7. "Deed of trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTY

No additional real property shall be annexed to or become subject to this Declaration.

## ARTICLE III

### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lots shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association, in the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have one (1) class of voting membership:

Association members shall be all those owners as defined in Section 1 above with the exception of Declarant. Association members shall be entitled to one (1) vote for each lot

in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.

**ARTICLE IV**  
**PROPERTY RIGHTS IN THE COMMON AREAS**

**Section 1. Members' Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area including, but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of such mortgage shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over the road system or any other designated utility easement areas for utility purposes.

(d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within the tract or any property annexed hereto, which right declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment or the common areas of facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to this common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release to lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title or rights-of-way to common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in the Declaration.

Section 5. Alan Kruckenberg Construction, Inc., hereby grants and conveys for good and sufficient consideration, a perpetual easement and right of way for the installation and continued maintenance, repair, alteration and replacement of a sanitary sewer, culinary and water line, and appurtenances of the Grantee, under and beneath the premises of the Grantor in Salt Lake County, State of Utah, more particularly described as follows: "See Exhibit A", attached hereto and incorporated by reference. Grantee acknowledges that it is the sole responsibility of the Grantee to maintain, repair and replace any improvements or utilities located within the described easement, and Grantee agrees to hold and save Grantor from any and all damages arising from its use of the right, easement, and right of way herein granted, and agrees to repair any damage or pay the reasonable value of said damages, at Grantee's option, which may arise to the premises through Grantee's use, occupation and possession of the rights herein granted.

This easement, and its conditions, shall be binding upon the heirs, successors and assignees of each party hereto.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Association member, by acceptance of a uniform real estate contract or deed therefor, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association; (1) regular assessment or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and

collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereto, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. No membership may be transferred to a subsequent lot owner until all due interest and penalty charges have been paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area, including gatekeepers.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose (excluding the voting power of Declarant), written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purposes on the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots owned by Association members and may be collected on a monthly or annual basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots in the first day of the month

following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times determined by the Board of Trustees of the Association.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority;

(b) The common area.

#### ARTICLE VI NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within thirty (30) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within forty-five (45) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien, or to proceed under the power of sale herein provided, less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail,

certified of registered to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing the filing or recording of such releases, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Approval. Each member shall keep and maintain the exterior of his home in a sage and attractive manner. Alterations and changes of the exterior shall be subject to notice and prior approval of 75% of the members of the association. Should any member make any alterations or changes to

the exterior of the home without giving notice or obtaining prior approval, such member shall, upon request of the Board of Trustees, immediately remove the change or alternation at that members sole expense. Should the Board or Trustees or any member of the association be required to seek relief, either injunctive or legal through the courts of the State of Utah for unauthorized changes or alterations under this provision, the member making such changes or alterations shall be liable for all costs and fees, including a reasonable attorney's fee, incurred by the member or the Board of Trustees in enforcing its rights.

Section 2. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 3. Maintenance of Entrance Ways. Commencing at the time of occupancy or completion of the dwelling, each Class owner of corner lots shall be responsible to maintain in an attractive manner any special landscaping emplaced at street entrances by the Declarant or the Association; such maintenance shall include watering and weeding of planting areas. The Association shall be responsible for maintenance of signs and special lighting as outlined in Article VIII Section 1(b).

#### ARTICLE VIII DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, guard house at the entrance to the common area, and all other property acquired by the Association.

(b) Establish and maintain street entrance ways on corner lots, including maintenance of street signs and special lighting which may exist. Watering and weeding of planting areas shall be the responsibility of lot owners as specified in Article VII, Section 3.

(c) Pay any real and personal property taxes and other charges assessed against the common areas.

(d) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.

(e) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

(f) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(g) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contact with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

(h) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

(i) Have a duty to maintain the streets, guard houses and parking within the common areas.

#### ARTICLE IX EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right and are hereby granted an easement to the full extent possible therefore to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connection, lines or facilities, or any portion thereto, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Whenever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections served more than one lot. the owner of each lot served by said connections shall be entitled to the

full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same of the use and benefit of the members of the Association.

Section 3. Easements for the purpose of installing and maintaining the security of the perimeter fencing are hereby reserved by Declarant, together with the right to grant and transfer the same.

## ARTICLE X

### USE RESTRICTION

Section 1. All lots in the tract shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by the Community Association, i.e., the community area lots on which there will be placed landscaping and recreational facilities and private streets. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than a building used as a single family dwelling.

Section 2. No part of the properties shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes. Declarant, its successors or assigns, and the owners of any tract annexed pursuant to Article II hereof, may use the properties for a model home site, display, and sales office during the construction and sales period.

Section 3. No sign or billboard or any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his

respective dwelling unit or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the properties, unless placed or maintained within a garage or carport or parked to the rear of the average front line of the dwelling or unless written approval is given by the Board of Trustees.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on the lots provided that they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot except by Declarant, its successors or assigns for the benefit of the Association.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. Each owner shall acquire and utilize a trash compactor at the time of completion of each dwelling. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 9. All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 10. No lot may be divided, subdivided, or separated into smaller parcels or lots.

#### ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions,

conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions or this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of those covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions 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 has been recorded agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Articles and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the owners; provided, however, that Article VI, Section 6 and Article XI, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any amendment or modification must be properly recorded.

Section 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for

value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

CLAYBOURNE COTTAGES P.U.D.

By: Alan Kruckenberg

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

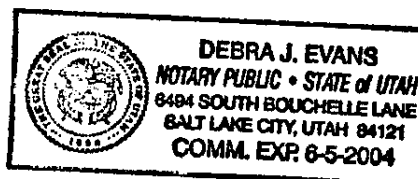
On the 17 day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALAN KRUCKENBERG, the PRESIDENT of CLAYBOURNE COTTAGES P.U.D. who after being first duly sworn, did depose and say that he executed the foregoing on behalf of the Corporation and with the authority of its Directors.

DATED this 17 day of July, 2002.

Debra J. Evans  
Notary Public  
Residing in: Salt Lake City, Utah

My Commission Expires:

June 2004



RXLP CLAYBOURNE COTTAGES PUD			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	1	16-27-130-067-0000	NO
		L	2	16-27-130-068-0000	NO
		L	3	16-27-130-069-0000	NO
		L	4	16-27-130-070-0000	NO
		L	5	16-27-130-071-0000	NO
		L	6	16-27-130-066-0000	NO
		L	7	16-27-130-065-0000	NO
		L	8	16-27-130-640-0000	YES
		L	AREA	16-27-130-063-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RX