

BOOK 1891 PAGE 120

Recorded FEB 15 1962 at 10:18 a.m.
Request of WESTERN STATES TITLE INSURANCE CO.
Fee Paid. No. M. Jack,
Recorder, Salt Lake County, Utah
\$ 6.00 By *[Signature]* Deputy

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS
AND CONDITIONS

1828028

The undersigned, WALKER BANK & TRUST COMPANY and COTTONWOOD ESTATES COMPANY, being the owners of the land hereinafter described as COTTONWOOD ESTATES SUBDIVISION, Salt Lake County, Utah, which is protected by its surroundings and nature from undesirable encroachments, desiring to develop a residential area of distinctive and individual character and to provide a means by which such character may be safeguarded and protected, do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

WHEREAS, the undersigned are the legal and beneficial owners of a certain tract of land situated in Salt Lake County, State of Utah, described as COTTONWOOD ESTATES SUBDIVISION and more particularly described as follows:

Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 COTTONWOOD ESTATES SUBDIVISION being a part of the North $\frac{1}{2}$ of Section 15, Township 2 South, Range 1 East.

WHEREAS, the undersigned are about to sell the property as described heretofore, which they desire to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between Cottonwood Estates Company and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

NOW, THEREFORE, the undersigned declare 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 Cottonwood Estates Company and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

Mutual
and
Reciprocal
Benefits,
etc.

1. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on above described property and shall be intended to create mutual and equitable servitudes 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 tracts.

Terms of
Restrictions

2. Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the last day of January, 1987, upon which date same shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same; provided, however, that at any time after January 31, 1987, these restrictions, conditions, covenants, and agreements may be altered or modified by the vote of the then record owners of a majority of the property.

Pets,
Animals, etc.

3. No animals or fowl of any kind or nature shall be housed or maintained on any lot other than a reasonable and usual number of household pets and saddle horses for family use.

4. No signs shall be displayed on any of said lots except as follows: the name and professions of any professional man may be displayed at a dwelling house upon a sign not exceeding 200 sq. inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling house is for sale or to let or to lease.

- Private Residence; moving of structures 5. Said premises shall be used for private residence purposes only except as hereinafter set forth; and no structure of any kind shall be moved from any other place upon said premises.
- Excavating 6. No excavation for stone, gravel or earth shall be made on said property, unless such excavation is made in connection with the erection of a building or structure thereon.
- Rubbish Control 7. No rubbish shall be stored or allowed to accumulate thereon.
- Easements 8. Such easements and rights of way shall be reserved to the undersigned, their 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 recorded plats and over the rear 5 feet of each lot, and the undersigned, their successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on recorded plats. No structure of any kind shall be erected over any of such easements, except upon written permission of undersigned, their successors or assigns.
- Set Backs 9. 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 Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, their successors and assigns, in 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.
- Resubdivision of Sites 10. None of said lots may be resubdivided except that the undersigned, their successors or assigns may divide any of said lots so as to increase the size of adjoining lots. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by undersigned and/or said grantee as one entire lot for the purpose of these restrictions. No lot shall be conveyed in whole or in part nor shall an easement be given across any lot for right of way purposes for ingress and egress to other lands without the written consent of the Architectural Supervising Committee.
- Fences, walls, and trees 11. No fence, wall or hedge over four feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planning and growth of trees on lots in said tract, in order to prevent one lot owner from planting trees, or allowing the trees to grow, so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by any order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted except that nothing herein shall be construed as authorizing the Architectural Supervising Committee to require the removal of any tree or trees growing on said premises at the time same was deeded or sold under a contract of sale by the undersigned.

The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said committee may at any time institute or prosecute and in the name of any member of said committee any suit or suits which the committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which, the committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.

Manner of
Voting

12. In voting, pursuant to the provisions of paragraphs 2 or 12 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

13. An Architectural Supervising Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at their pleasure; provided, however, that when ninety percent of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by eighty-five percent of those who are owners (either under contract of purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to have made a member or members of said committee, the undersigned, will appoint such person or persons on the Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said committee if undersigned so desires. The functions of said committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said subdivision so that all structures shall conform to the restrictions and general plan of the undersigned, and of the committee, for the improvement and development of the whole subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The committee may act by any two of its members, and any authorization approval or power made by the committee must be in writing signed by at least two members thereof.

Improvements

14. (A) TYPE OF STRUCTURES: No building other than one single family dwelling house, and appropriate outhouses shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses.

(B) Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises the lot owner or purchaser must submit to said Architectural Supervising Committee an accurate survey showing one foot contour intervals and in addition thereto the four corner points of the lot involved must be located at site by a licensed surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(C) APPROVAL OF PLANS: No structures, either residence, outhouse, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.

(D) LANDSCAPING: No landscaping shall be begun on said property nor any planting of trees take place, until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.

(E) DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

Violation of
Restrictions:
Penalties

15. Violation of any of the restrictions, conditions, covenants, or agreements herein contained shall give the undersigned, 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 or exist 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.

Minimum
Building
Costs

16. The undersigned reserves the right for Cottonwood Estates Company, its successors and assigns to set a minimum figure for the costs or square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property. This cost or minimum square foot floor area may also be set from time to time by the Architectural Supervising Committee.

Acceptance of
Restrictions

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

Invalidity

18. It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

Heating

19. All dwellings shall have central heating plant and all fuel burned in central plant shall be smokeless.

Marginal
Notes

20. The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are or are they intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the owner Walker Bank & Trust Company has caused its corporate name and seal to be hereto affixed by its duly authorized officers this 12 day of February, 1962.



WALKER BANK & TRUST COMPANY

By [Signature]
William J. Fitzpatrick
Vice President and Trust Officer

By [Signature]
O. K. Carlson, Secretary

IN WITNESS WHEREOF, the owner Cottonwood Estates Company has caused its partnership name to be hereunto affixed by a duly authorized partner this 17th day of February, 1962.

COTTONWOOD ESTATES COMPANY

By [Signature]
Jaren L. Jones
General Partner and Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 12 day of February, 1962, personally appeared before me WILLIAM J. FITZPATRICK and O. K. CARLSON, who being by me duly and severally sworn, did say that they are respectively the Vice-President and Trust Officer and Secretary of Walker Bank & Trust Company; and that the above instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said WILLIAM J. FITZPATRICK and O. K. CARLSON acknowledged to me that said corporation executed same as Coexecutor of the Estate of Eleanor F. Bamberger, deceased.

My Commission Expires:
8-15-64

[Signature]
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 17th day of February, 1962, personally appeared before me JAREN L. JONES who being by me duly sworn did say, that he is a General Partner in and Manager of COTTONWOOD ESTATES COMPANY, a co-partnership, and that the within and foregoing instrument was signed in behalf of said co-partnership by authority of its partners and that JAREN L. JONES acknowledged to me that said co-partnership executed the same.

My Commission Expires:
April 21, 1964

[Signature]
Notary Public
Residing at Salt Lake City, Utah

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