

COVENANTS, CONDITIONS AND RESTRICTIONS OF 6TH STREET COTTAGES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 3rd day of January 2019, by 787, LLC ("Declarant")

RECITALS

- A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant desires to develop the Property as a Planned Unit Development ("PUD").
- B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the property.
- C. In addition to this Declaration, the Project is subject to and governed by the Articles of Incorporation of 6th Street Cottages Home Owner's Association, Inc., and its Bylaws.

NOW THEREFORE, it is hereby declared that the Property and all Units therein shall be held, sold, conveyed, leased, occupied, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property and each individual Unit may be put.

1. MUTUAL AND RECIPROCAL BENEFITS/PERSONS BOUND

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Unit created on the Property and shall be intended to create mutual equitable servitudes on each unit in favor of every other Unit, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

This Declaration shall be binding on and for the benefit of Declarant, its successors, assigns, and all subsequent Owners of all or part of the Property or all or part of any Unit, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Units shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to, conform to, and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other

encumbrance of any Unit or Dwelling on the Property shall be subject to and subordinate to all of the provisions of the Declaration, and in the event of foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

2. PROJECT DESCRIPTION

The legal description of the Property, in the attached Exhibit "A", consists of 16 new Units, 3 existing Units and a common area. All new Units to be framed with brick, stucco, stone or combination exteriors. All remaining land is found within the legal description's common area and consists of parking, landscaping, sidewalk, amenities, and other improvements. Each Unit shall also own an undivided interest in all common areas and facilities.

3. LAND USE AND BUILDING TYPE

- 3.1. No Unit shall be used except for dwelling purposes.
- 3.2. No building shall be used, rented or leased for commercial purposes.
- 3.3. Accessory buildings may be allowed only with prior written consent of the Owner's Association and subject to compliance with all zoning and other land use regulations then in effect for Salt Lake County, Draper City, or any successor government entity.
- 3.4. No trailer, tent, shack, or other out buildings shall be placed upon or used at any time on any Unit.
- 3.5. All construction on the Property shall be in accordance with the provisions of the government Zoning Ordinances as the same may be amended from time to time, unless otherwise modified or restricted by this Declaration.

4. NUISANCES AND RELATED MATTERS

- 4.1. No noxious or offensive activity shall be carried on or upon any Unit, nor shall anything be done thereon which may be an annoyance or nuisance to the Development.
- 4.2. No inoperative motor vehicle shall be placed or remain on any Unit or adjacent street for more than 48 hours. No portion of any Unit may be used for the repair of motor vehicles except in garage.
- 4.3. The accumulation of metals, bulk materials, junk, scrap, trash, refuse, or other unsightly, offensive materials are prohibited.
- 4.4. No oil or gas drilling, mining, quarrying, or related operations of any kind shall be permitted.
- 4.5. No rubbish shall be stored or allowed to accumulate anywhere in the Project, except sanitary containers.
- 4.6. No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure of Unit.

Provided, however, television antennas and satellite dishes may be placed in a location to be approved by the Owners Association.

- 4.7. An owner shall not, by deed, plat or otherwise, subdivide or in any manner cause his or her Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map, nor shall any Owner cause, suffer or permit the same. No Owner shall separate or divide into annually recurring time share Units of any other duration, form or kind whatsoever.

5. EASEMENTS

- 5.1. Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Units for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Units and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the Development of the Property and for the convenience of the Owners of Units as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant or the Owners Association. By acceptance of contracts or deeds for a Unit or Units or any portion thereof, all purchasers of Units shall also 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 owner or held by it, whether subject to this Declaration or otherwise.

6. OWNER'S ASSOCIATION

- 6.1. The Declarant shall create an Owner's Association for the Project for the purpose of assessing each Unit Owner for the maintenance and upkeep of all common area improvements including landscaping, sidewalk, curb and gutter, fencing, parking and other improvements, etc. After the Owner's Association is created, the Members shall be every Owner within the Project, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay to the Owner's Association his or her prorata or proportionate share of assessments to be established and collected as hereinafter provided. Any Owner's Association created hereby shall be governed by a Board of Directors consisting of three (3) natural persons. Declarant shall create the Association and Declarant shall have the right to appoint the initial Board of Directors, one of whom may be the Declarant, who shall serve until such time as the successors may be elected by the Unit Owners at a meeting duly noticed and called for that purpose.
- 6.2. Assessment of Annual Maintenance Fee. The Owners shall be responsible for the exclusive management, control and maintenance of all improvements in the Project. An annual fee shall be assessed on all Units within

the Project in an amount sufficient to cover on-site and off-site maintenance of any improvement or parts thereof serving the Project. Each Owner, by acceptance of instruments, shall be deemed to covenant and agree with each other (and with any Owner's Association formed for this purpose) to pay all assessments deemed necessary by Owner's Association. Unless others specified herein, the fee assessed shall be a portion of the total maintenance costs representing the Owners prorate share, i.e., if there are 8 Units total in the Project, an Owners share will be 1/8 of total expenses for the year. All sums assessed an Owner within the Project pursuant to the provisions hereof together with the interest thereon as may be provided for in this Declaration shall be secured by a lien on such Unit in favor of the Owner's Association formed for this purpose. To evidence a lien for sums assessed pursuant to this Section, Owner's Association shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner and description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Owner's Association and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Other assessments may be made to cover the expenses of the Owner's Association in the Project.

- 6.3. The annual and special assessments, together with the interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continual lien upon the Property against which such assessment is made. Each such assessment, together with 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 the assessment fell due. The personal obligation for the delinquent assessments shall pass to his or her successors in title and expressly assumed by them.
- 6.4. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.
- 6.5. Annual assessments provided herein shall commence to all Units on the first day of the month following the formation of the Owner's Association. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors of the Owner's Association shall fix the amount of the annual assessment against each Unit at least 30 days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every Owner subject thereto. The Board of Directors shall establish due dates. The Owner's Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Owner's Association setting forth whether all assessments on a specified Unit have been paid. A properly executed certificate of the Owner's Association as to the status of assessments on a Unit is binding on the Owner's Association as of the date of its issuance. Any Units with structures will be assessed at 50% until they are built.

- 6.6. Assessments and any installments thereof not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. All payments on account shall first be applied to interest and then to the assessment payment first due.
- 6.7. The lien for unpaid assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid Unit and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. However, the sale and transfer of any Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Unit from liability of assessments thereafter becoming due or from the lien thereof or from the personal liability of the owner under paragraph 6.3.
- 6.8. The lien for nonpayment of assessments may be enforced by sale or foreclosure of the Owners interest by the Board of Directors of the Owner's Association, such a sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted power of sale to any attorney licensed in the State of Utah and selected by the Board of Directors in the even that any such lien is foreclosed in the manner provided by law for foreclosure of deeds and trust.
- 6.9. If an Owner shall at any time lease or rent their Unit or any portion thereof and shall default for a period of one month or more in the payment of assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and payment of such rent to the Board of Directors shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.
- 6.10. The Board of Directors shall handle all assessments hereunder, whether for common expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Owner's Association or individual Owners.
- 6.11. The Owner's Association shall, through the assessment of dues, be liable for and make payment for the following expenses of the community:
- a. Maintenance, repair and restitution of all common areas
 - b. Snow removal for all driveways and walkways
 - c. Insurance for all common areas. Said insurance will not include renter's or content insurance, which is the responsibility of the Unit owner, or hazard or liability insurance for individual Units.

The above listed is not comprehensive. Any other expense of the community shall be borne by the HOA with either regular or special assessments being assessed against each individual Unit to pay for the requirements of the community.

7. DUES

After completion of the public improvements, all owners shall pay assessments on their Units as set forth in these Restrictive Covenants. Initial assessment shall be \$175.00 per month each. That assessment may be modified upward or downward at the first meeting of owners.

8. ARCHITECTURAL PRODECURE

- 8.1. Enforcement. No improvement or other structure or building after initial construction shall be constructed or maintained on common area without written consent of the Association. The Unit Owners hereby agree that the Owner's Association and/or the local government entity 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 the Declaration. Should any suits be instituted the affected Unit Owner or Owners agree that if the court finds in the local government, or the Owner's Associations favor, such Unit Owner or Owners shall pay reasonable attorney's fees to the local government or the Owner's Association.
- 8.2. Architectural Control Committee. There shall be no independent architectural control committee. The Board of Directors of the HOA shall serve as such. No structure shall be constructed anywhere on the Property without written approval of the Board of Directors of the Owner's Association, and no alteration, amendment, color change, or improvement to existing structures after they are complete is authorized without the express written consent of the Board of Directors. If design criteria are attached hereto, said design criteria shall govern the individual Unit Owners and the Board.

9. ACCEPTANCE OF RESTRICTIONS

By acceptance of contracts, leases, options, or deeds for a Unit or Units or any portion thereof, all tenants or purchasers of Units shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound hereby.

10. VIOLATION OF RESTRICTION; PENTALTIES

Each Owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for

damages or injunctive relief or both, maintainable by any Unit Owner, the Owner's Association, or the local government entity. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Owner's Association or the Declarant, their successors and assigns, the right to enter upon any portion of the Property where such 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 constituted 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.

11. AMENDMENT

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote, or approval and consent of Owners who own 14/19 of more of the Units on the Property. In voting, each Unit Owner of record shall be entitled to cast one vote for each Unit owned by him or her. Provided, however, where there is more than one record Owner of a Unit, all such Owners must act unanimously to cast a vote for that Unit. Any amendment so authorized shall be accomplished by recordation of an instrument executed by such Unit Owners. Notwithstanding the foregoing, any provision of this Declaration derived from or relating to any Development Agreement cannot be amended with the consent of the local government entity, including, among other things, liability and assessment for roads, subsurface drainage systems, setbacks, fencing and landscaping. Notwithstanding anything contained herein or in Utah's PUD Act, President of the HOA shall have two years from the date of filing these CCR's the right to unilaterally, and without permission of any Owner, to amend the CCR's to correct spelling errors, punctuation, grammar, and other matters as long as the substantive content is not changed.

12. NO WAIVER

Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. No waiver of a breach of any of these covenants, conditions, restrictions, and agreements, and no failure to enforce any one of such restrictions, either by forfeiture or otherwise, shall be construed as a waiver of any other restriction or condition. The failure of the Owners, the Owner's Association or their agents or designers to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, to exercise any

right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

13. SEVERABILITY

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision thereof.

14. CAPTIONS

The captions in the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15. LAW CONTROLLING

This declaration shall be construed and controlled by, and under the laws of the State of Utah, specifically Utah Coed Ann. 57-8-1-et. Seq.

16. EFFECTIVE DATE

This Declaration shall take effect when recorded.

17. PRIVATE RIGHT OF ACTION


Any individual Unit Owner in the Project who is aggrieved by any other Owner or Owners, or by the acts of the Association or any officer, agent, director, or manager, shall have a right of action against the foregoing to enforce the terms of the covenants, conditions, and restrictions or any right set forth under Utah's Condominium Act. The prevailing part in said litigation, shall be entitled to an award of costs and attorney's fees.

18. SERVICE PROCESS

The person who will receive service of process on behalf of the Project until a successor is appointed and qualified is Garrett Daw; 1192 East Draper Parkway #145, Draper, UT 84020.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ^{19th} day of ~~January~~ July, 2019.

787, LLC.

BY: 

Garrett Daw
Its: _____
Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)
 SP

On the 19th day of July, 2019, Garrett Daw Manager of 787, LLC., personally appeared before me, who acknowledged that the within and foregoing instrument was signed by him as directed by the Company.



Notary

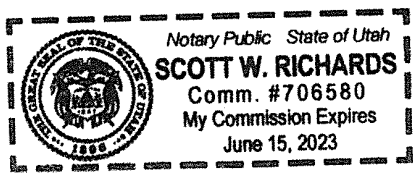


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 4 thru 19, inclusive, 6TH STREET COTTAGES, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

The following is for informational purposes only:

Tax ID No. 28-30-478-057 thru -071, inclusive, -073 & -074