

WHEN RECORDED, PLEASE MAIL TO:

Cottonwood Spring View, LLC  
201 South Main Street Suite 2015  
Salt Lake City, Utah 84111

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**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTONWOOD SPRING VIEW  
(THE COTTONWOODS AT MOUNTAIN GREEN)**

THIS DECLARATION is made this 8 day of July, 2021, by **COTTONWOOD SPRING VIEW, LLC**, a Utah limited liability company ("Declarant").

**RECITALS:**

A. Cottonwood Spring View a PUD Subdivision is a Phase is within Cottonwoods pursuant to that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottonwoods at Mountain Green, dated October 12, 2004 and recorded October 12, 2004 as Entry No. 97334 in Book 210 at Page 170 of the Official Records of Morgan County, Utah (the "Master Declaration").

B. On July 12, 2021 Declarant recorded the plat entitled "**Cottonwood Spring View, a P.U.D. Subdivision**" located in Mountain Green, Morgan County, Utah" as Entry Number 157587, in Book 380, at Pages 656, of the Book of Plats of Morgan County, Utah (the "Plat"). The real property described and shown in the Plat and more fully described on "Exhibit A" hereto is a Project, as defined in Section 1.24 of the Master Declaration, to be known as "**Cottonwood Spring View a P.U.D. Subdivision**" and is referred to in this Declaration as the "Project Property."

C. The Master Declaration provides that Projects may be created within The Cottonwoods pursuant to the provisions of the Master Declaration, and Declarant desires to designate the Project Property as a Project within The Cottonwoods upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, the Declarant does hereby declare and provide as follows:

1. **DEFINITIONS.**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Project**" means Cottonwood Spring View a PUD Subdivision, a Project within The Cottonwoods, consisting of all of the Project Property.

1.2 "**Project Property**" means all of the property included within the Plat. Additional Property may be annexed to the Project Property in the manner contemplated in the Master Declaration, and any such Additional Property so annexed shall be deemed included within the Project Property from and after the recordation of a plat or supplemental declaration annexing the Additional Property in question.

1.3 "**Residence**" means a single building dwelling designed and constructed for residential occupancy to be occupied as a single-family residence per Morgan County ordinances.

1.4 "**Master Declaration**" means the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Cottonwoods at Mountain Green, dated October 12, 2004 and recorded October 12, 2004, as Entry No. 97334 in Book 210 at Page 170 of the Official Records of Morgan County, Utah.

1.5 **"Plat"** means that certain plat entitled "Cottonwood Spring View a P.U.D. Subdivision" in Mountain Green, Morgan County, Utah" and recorded as Entry Number 157587, in Book 380, at Pages 656, of the Book of Plats of Morgan County, Utah.

1.6 **Incorporation by Reference.** Except as otherwise specifically provided in this Declaration, each of the terms defined in Article 1 of the Master Declaration shall have the meanings set forth in such Article.

2. **PROJECT DESIGNATION.**

The Project Property is hereby designated as a Project and annexed to The Cottonwoods and made subject to the Master Declaration (as the same may be amended from time to time), as set forth herein. The Project Property may be expanded by the annexation of Additional Property pursuant to the terms and conditions set forth in the Master Declaration. Project Property may be withdrawn from the Project in accordance with the Master Declaration.

3. **LAND CLASSIFICATIONS.**

The Project Property, together with any property annexed thereto pursuant to a subsequent Project Declaration or Declaration Annexing Additional Property, shall be a Project Parcel as defined in Section 1.25 of the Master Declaration. All land within the Project Property is included within one or another of the following classifications:

3.1 **Residential Lots.** All platted Lots within the Project Property, but excluding Lots or tracts within the definition of "Common Areas," "Common Easement Areas," "Private Roads," "Limited Common Areas," "Project Common Areas," or "Open Space" on the Plat, shall be Residential Lots as defined in Section 1.28 of the Master Declaration.

3.2 **Common Areas.** Open Space Parcel A identified on the Plat shall be Common Areas as defined in Section 1.6 of the Master Declaration.

4. **MASTER DECLARATION.**

4.1 **Effect of Master Declaration.** The Project Property shall be subject to all of the terms and provisions of the Master Declaration.

4.2 **Incorporation of Master Declaration Provisions for Project.** For purposes of the use, maintenance, and management of the Project by the Owners of Residential Lots within the Project, the Project Association and the Project Architectural Review Committee, the following provisions of the Master Declaration are incorporated into this Declaration and shall be applicable with respect to the Owners, Project Association and the Project Architectural Review Committee as if fully set forth herein for purposes of governing the Project: Article 4 (Property Rights in Common Areas); Article 5 (Property Rights in Lots); Article 6 (General Use Restrictions); Article 9 (Maintenance, Utilities, and Service); Article 10 (Assessments); Article 11 (Enforcement); Article 12 (Mortgagees); and Article 13 (General Provisions).

5. **PROJECT MANAGEMENT.**

5.1 **Project Association.** Declarant shall organize an association of all of the Owners within the Project (the "Project Association"). Such Project Association, its successors and assigns, shall be organized under the name "Cottonwood Spring View Owners Association, Inc." or such similar name as Declarant shall designate. The Project Association shall have such rights, powers and obligations as are set forth in Master Declaration with respect to the Association vis-à-vis The Cottonwoods and the Common Areas, except that such

rights, powers, and obligations as applied to the Project Association shall be limited to the Project Property and all Owners of Lots located therein. The foregoing powers of the Project Association shall include the power to charge Assessments to Owners of Lots in the Project, on the same basis and pursuant to the same procedures as are set forth in the Master Declaration for the Master Association, for costs incurred by the Project Association in connection with the Project. Accordingly, Owners of Lots within the Project may be subject to a separate assessment from each of the Project Association and the Master Association. The provisions of Article 8 of the Master Declaration, providing for the organization and operation of the Association are hereby incorporated herein and made applicable to the Project Association to be organized and to operate under this Declaration, except as set forth in the following sentence. Effective as of the turnover meeting described in Section 8.7 of the Master Declaration (incorporated in this Declaration for purposes of the operation of the Project), the Management Committee of the Project Association will be elected by the Owners of Lots in the Project in compliance with the Articles of Incorporation and Bylaws of the Project Association. After the organization of the Project Association, there shall be no Project Committee for the Project as provided in the Master Declaration.

5.2 **Particular Project Association Maintenance Obligations.** The storm water retention areas will be maintained as part of the regular scheduled maintenance performed by the Project Association. Maintenance of the storm water retention areas must include the maintenance of: (1) full volume capacities of storm drain pond(s), through excavation if necessary; (2) the storm drain pond sump and excavation of silts, fine soils and rocks as needed; (3) outlet works so that they remain open and free from all obstructions, including ice; and (4) vegetation within the storm drain pond(s) and the harvesting of vegetation (including mowing grasses) as appropriate, and hauling harvested vegetation from the area and appropriately disposing of it. If the Morgan County Engineer deems such testing necessary, the water quality will be tested periodically as instructed by the said Engineer and the results shall be provided to the Engineer, which results shall be deemed public information. The Project Association shall comply with all reasonable requests of the Morgan County Engineer pertaining to mitigation measures that maintain appropriate water quality discharged from the Project. Notwithstanding the foregoing, the said testing will not be more or less restrictive than typical Morgan County storm drainage requirements. Notwithstanding anything in this declaration to the contrary, the provisions of this Section 5.2 shall not be amended without the prior written consent of the Morgan County zoning administrator. Declarant shall guaranty the performance of the Project Association's maintenance obligations for a period of two (2) years from and after the recording of this Declaration.

5.3 **Project Architectural Review Committee.** In order to protect the quality and values of the homes built on the Property, the Declarant shall organize an Architectural Review Committee for the Project ("Project Architectural Review Committee"). The provisions of Article 7 of the Master Declaration, providing for the organization and operation of the Architectural Review Committee are hereby incorporated herein and made applicable to the Project Architectural Review Committee to be organized and to operate under this Declaration, but only with respect to the Project. All submissions required pursuant to Article 7 of the Master Declaration pertaining to property and improvements located within the Project, except for Common Areas, shall be submitted to, evaluated and decided by the Project Architectural Review Committee, as opposed to the Architectural Review Committee. The Project Architectural Review Committee shall have all powers, authorities and rights as the Architectural Review Committee with respect to matters within the scope of the Project Architectural Review Committee's power of review as set forth in this Section 5.3. The duties and scope of the Project Architectural Review Committee is to ensure that no dwelling, outbuildings, or improvements shall be commenced, erected or altered on any lot, and no modification shall be made to any home until the Project Architectural Review Committee has given written approval to the Owner, following compliance with Article 7 of the Master Declaration.

5.4 **Project Architectural Review Committee Fees.** In accordance with the conditions in Section 7.1 of the Master Declaration, the Lot Owner shall deposit the sum of One Thousand Seven Hundred Dollars (\$1,700.00) with the Project Architectural Review Committee, Three Hundred Dollars (\$500.00) of which shall constitute a non-refundable fee for each Home. Twelve Hundred Dollars (\$1,200.00) of the fee will be designated as a deposit for compliance the architectural terms set forth in Section 6 in this Declaration of Covenants, Conditions and Restrictions. In addition the deposit is for the purpose of insuring that the Owner: (1) fulfills his responsibility to keep his Lot in a condition so as to prevent the rubbish and debris which accumulates during the construction and/or landscaping process from blowing or collecting on neighboring Lots and streets in the Project; (2) reasonably cleans up such Owner's Lot at or near the completion of the construction process, and (3) complies in all respects with the terms and conditions of this Declaration of Covenants, Conditions and Restrictions. If the Lot

Owner fails in any of these responsibilities \$1,200.00 of the deposit may be retained by the Project Architectural Review Committee as security for the performance of the Owner's obligation hereunder or as liquidated damages. Additionally, if any such failure is not remedied by Owner within fourteen (14) days after written notice thereof, the Project Architectural Review Committee may remedy such condition itself and in connection therewith, it may have reasonable access to the Lot and shall charge the Owner for the cost of the remedy, in which event the provisions of Article 11 of the Master Declaration shall be applicable. Upon the completion of the construction of residence and the landscaping of the Lot in a satisfactory manner, the portion of the Deposit remaining after remedial work, if any, shall be returned to the Owner by the Project Architectural Review Committee upon written request by the Owner.

5.5. Submittal to Project Architectural Committee. Prior to applying for a Building Permit, Morgan County requires a Digital & engineered set of plans stamped with approval from the Project Architectural Review Committee. Submittal shall consist of the following:

- a. Digital PDF set of structurally stamped architectural plans
- b. Color samples or Photographs of exterior façade, including brick and stone
- c. Digital PDF Site plan showing setbacks.
- d. Digital Site plan with Landscaping areas identified. (Landscaping plan requirements in Section 6.10.1)

A Digital PDF will be returned to the applicant for submittal to the County.

## 6. ADDITIONAL RESTRICTIONS.

In addition to the requirements set forth in the Master Declaration, the Project Property shall be subject to the following additional restrictions:

### 6.1 Prohibited Structures and Prohibition Against Further Subdivision.

6.1.1 **Subdivision Prohibition.** No Lot may be further subdivided or otherwise separated into smaller parcels.

6.1.2 **Prefabricated Buildings.** Prefabricated buildings including mobile homes, stock modular buildings, log buildings or other structures requiring transportation and set up in a partially completed state are prohibited.

6.2 **Minimum Square Footages - Garage Orientation.** No Residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages, is 1,800 square feet or greater. Garages shall be enclosed, large enough for at least two (2) cars.

6.3 **Setbacks.** No residence shall be located closer to a respective Lot line than as follows: twenty (20) feet from the front lot line for the improvement. Ten (10) feet on each side, unless the Lot is a corner Lot in which a twenty (20) setback shall apply, and Twenty (20) feet on the rear.

Residences shall be designed so that the garage extends no more than eight (8) feet beyond the furthest forward plane of the residence. The ARC may approve garage forward designs which exceed the eight (8) foot limitation, for residences which have living space above or below the garage and demonstrate superior architectural design. The Project Architectural Review Committee and Morgan County Board of Appeals may take into account unique aspects of a particular Lot and grant variances to the foregoing standards; provided, however, that no such variance shall be granted in contravention of applicable Morgan County zoning ordinances and any purported variance in violation of such ordinances shall be deemed void to the extent it is inconsistent with such zoning ordinances. A site plan shall be submitted to the Project Architectural Review Committee for review prior to any improvements being made on the Lot.

6.4 **Height.** No improvements shall be located on any residential Lot; with an average height in excess of thirty-five (35) feet, measured from the average finished grade surface at the foundation, to the highest

point of the building roof or coping of such unit. Declarant reserves the right to modify the grade of any Lot prior to commencement of construction of Improvements in an amount not to exceed four (4) feet related to measuring height of structure as per approved building or grading permit.

#### 6.5 Architectural Style and Compatibility of Improvements.

**6.5.1 Exterior Materials.** The exterior façade of all Residences shall be constructed of a combination of at least two (2) materials on each elevation including: residential brick masonry, natural stone, cultural stone, stucco, cement fiber siding (Hardie-board brand or equivalent), metal aluminum siding (Longboard brand or equivalent) with traditional woodgrain finishes and colors that appear like natural wood or Metal aluminum siding with a solid finish color (Longboard brand or equivalent) shall be permitted in limited use not to exceed Fifteen Percent (15%) of any single elevation. Stucco shall not be more than Forty Percent (40%) of the exterior wall material on any single elevation side which has a shared property line with another Residential Lot. Log veneer siding, solid paint color aluminum siding, vinyl siding and engineered wood (aka LP SmartSide Siding or equivalent) is prohibited. Application of a stone veneer to the exposed foundation will not be considered for the two required materials. Limited use of stucco trim around windows and other features may be approved at the discretion of the ARC. Exterior exposed foundations are to be finished to six (6) inches below finished backfill grade.

**6.5.2 Soffit and Eaves.** Aluminum soffits and fascia trim is required on the eaves, provided, however, that a minimum width of eight (8") inches shall be required on the fascia.

**6.5.3 Roofs.** Roof surfaces shall slope a minimum of 4:12 pitch. Roof surfaces over garage areas shall slope a minimum of 3:12. Roofs from 3:12 to 0:12 (flat) may be approved on a case-by-case basis by the Architectural Review Committee. Roof shall be finished with architectural grade asphalt shingles, simulated slate shingles, simulated wood shingles or dark colored standing seam metal. Other high-quality materials may be approved over porches, decks and small window dormers on a case-by-case basis by the Architectural Review Committee. Owners are encouraged to us asymmetrical and fragmented ridgelines stepping to follow breaks in the foundation as the house steps down the natural slope and cross gables to break up long ridgelines. A-frame, geodesic dome and other irregular roof forms are prohibited.

**6.5.4 Colors.** Colors of exterior materials shall be brown, white and grey earth tones and dark (subdued) shades of green, blue and red; while allowing accents of white, dark red, beige, rust, black. Additional colors may be approved at the discretion of the Architectural Review Committee. Care should be given that each Residence complements those around it, and does not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Project Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Project shall be made by the Project Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof or painted to match the roof color to complement the exterior facade.

**6.5.5 Individual Architectural Guidelines.** The following architectural guidelines shall apply to all lots; especially lots which have been deemed sensitive or highly visible from major roads and/or other properties. Any Dwellings with two exposed floors (e.g. Two-Story or exposed basement) constructed shall be required to incorporate a minimum of one of the structural elements and one of the architectural elements into the design of the rear elevation of the home as follows:

- a. Structural Elements
  - i. Hip Roof
  - ii. Roof dormers on rear of the roof
  - iii. Addition of bay window or other popped out element
  - iv. Offset second floor
  - v. First floor roof break
  - vi. Covered deck element

- b. Architectural Elements
  - i. Natural stone or pre-cast trim detail around all windows and doors
  - ii. Window pane detail, i.e. added grid pattern to the window glass
  - iii. Shutters installed on all second-floor windows
  - iv. Material or color breaks between the first and second floors. Material breaks could include brick and/or stone details, or other options approved by the Committee.

6.6 **Maintenance Responsibility.** The Project Association shall have the responsibility to maintain the Project Common Areas, including the Improvements thereon, in a clean and attractive condition, in good repair. In addition, the Project Association and respective Owners, as applicable, shall keep all shrubs, trees, grass, and plantings of every kind in manicured areas of the Project Common Areas and on the Lots neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

6.7 **Maintenance Responsibility of Improvements.** The Owner of each Lot shall have the responsibility to maintain their Unit Improvements on the Lots, in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspout, exterior building surfaces, walks and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of the Owner and shall be restored within a reasonable period of time. Vacant lots shall be clean in appearance and free from refuse, debris, unsightly weeds and potential fire hazards. If construction is not going to commence within the allocated time period, the Declarant recommends that "No Dumping" signs be posted on the Lot. Furthermore, the Declarant reserves the right, during the period of Declarant Control, to place such signs in the event the Owner fails to do so. The Association will notify Lot Owners if Lot cleaning or maintenance is required. If Lot Owners have not remedied the problem within fourteen (14) days of notification, the Association may perform said maintenance and may assess the Lot Owner for all associated costs.

6.8 **Animals.** No wild or dangerous animals, horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, shall be allowed within the Project Property. Dogs and cats or other household pets belonging to Owners, occupants or their licensees or invitees within the Project Property must be in "Control" of the owner. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner. Outdoor animal containment enclosures are prohibited. Animals must be contained within the Dwelling. Animal owners are responsible to immediately pick up all animal droppings that are deposited on the property outside of their own Lot. In no case may any household pet or other animal be kept at or around the Residence be allowed to create a nuisance for neighboring Lot owners due to noise, odors or otherwise. Any other term or condition hereof to the contrary notwithstanding, an Owner may not keep or maintain more than two (2) dogs or cats or any combination thereof older than six (6) months on a Lot at any time.

6.9 **Fences.** **White vinyl fences are prohibited.** No fences or non-living screens shall be constructed on any Lot without prior written approval having been obtained from the Project Architectural Review Committee. Fences will not be allowed on slopes 15% or greater. The Project Architectural Review Committee, in its sole discretion, may govern the placement of any fence upon any Lot in the Project. No hedges, shrubs or other living Landscaping or screen of any kind shall be erected so as to constitute a hazard for vehicular traffic, pedestrians, children, etc., particularly near the entrances to driveway(s) onto a Lot. No fence shall be permitted to be constructed or installed on any portion of a common area berm constructed by the developer in the project such that it exceeds the height of the fence installed by the developer as part of the landscape easement without permission. All fences shall be a minimum of 10 feet from the common area berm. Any solid hedge within twenty (20) feet of the front lot line shall be trimmed to a maximum height of three (3) feet. Backyard fences are allowed in the Project, but shall not exceed six (6) feet in height or extend further along the side yard Lot line, or otherwise, toward the front of the Lot beyond the front yard setback. If fencing around the perimeter of the Project is provided by the Declarant, then all other backyard fencing is encouraged to match the perimeter fencing or to be coordinated with neighboring property fences in an effort to provide consistency. All retaining walls must be approved in writing by the Project Architectural Review Committee. If retaining walls exceed four feet in height, the retaining wall design must be engineered and the design thereof must be certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges, etc. shall be maintained in a first-class and attractive manner. An Owner

removing or replacing any fence, wall or other Landscaping affecting an adjoining Owner's Lot shall, at all times, install and maintain bracing to maintain such adjoining Owner's fencing or other Improvements that may be adversely affected.

6.10 **Landscaping.** In recent years, the objectives of landscaping have changed significantly. Today, landscaping must use less water and require less maintenance. Native species are an integral part of a landscape scheme. Therefore, the landscaping proposed for the Cottonwoods at Mountain Green must embrace each of these requirements. The developer will be landscaping the common areas such as parks, the pedestrian parkway, streetscapes, trail systems, the project entry and the project entry road. Landscaping will include native grasses, trees, shrubs and other miscellaneous landscape materials, as well as accompanying irrigation systems. Woody vegetation is prohibited in the ten (10) foot separation area between residences. The common facilities will be maintained by the Master Owners Association or the Neighborhood Owners Association, depending upon who retains ownership and maintenance based upon the Overlay Plat. All retaining walls must be approved in writing by the Project Architectural Review Committee. If retaining walls exceed four feet in height, the retaining wall design must be engineered and the design thereof must be certified as structurally sound by a civil or structural engineer. Where feasible the use of stone gabion retaining wall construction is anticipated, poured in place concrete walls may be approved but are to have exterior surfaces finished and top leading edges chamfered, CMU and railroad tie constructed retaining walls are prohibited. All fencing, walls, hedges, etc. shall be maintained in a first-class and attractive manner. An Owner removing or replacing any fence, wall or other Landscaping affecting an adjoining Owner's Lot shall, at all times, install and maintain bracing to maintain such adjoining Owner's fencing or other Improvements that may be adversely affected.

6.10.1 **Landscaping Plan Submittal and Requirements.** Owners shall submit to the ARC a Landscaping Design Plan concurrent with the Home ARC submittal. The landscape plans shall depict general ground coverage type (such as mulch, turf, or hardscape areas) and typical planting types (such as plant bed areas, turf areas, evergreen trees, or deciduous trees), with a summary of the area for each landscape surface type as a percentage of the total Lot. The planted landscape strip (park strip) between any public street fronting property is the area between the sidewalk and the street-side back of curb. The following restrictions shall apply to all Residential Lots:

- a. Any and all types of turf grass (lawn) are prohibited in the park strips.
- b. Turf grass (lawn) shall not exceed 30% of the Lot area.
- c. Turf grass (lawn) shall not be planted in areas with a width and length less than 10' x 20'
- d. Drip irrigation or bubblers shall be used to irrigate plants in all non-turf areas.
- e. Park strips shall be mulch, rock or hard surface with at least 15% of the area shall be live plants.
- f. On lots with street frontage greater than 90 linear feet, no more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop-off areas. Asphalt is not allowed in the park strip.

6.10.2 **Landscaping Installation and Timeframe.** Owners will be encouraged to plant low or no water use landscaping. Owners should not attempt to install landscaping between July 1 and September 1. Owners should plan all new landscaping early in the water season, in an effort to establish vegetation early and reduce the water consumption required during the peak summer months. Within one year of occupancy, homeowners will be required to fully landscape front yards and any street side yards with turf, trees, shrubs, rock and other miscellaneous landscape materials. Each Residence shall be required to install a Wi-Fi enabled smart irrigation controller. The owner shall incorporate settings within the smart controller that shall optimize watering schedules and terminate cycles when rain is expected or when wind would decrease efficacy.

6.10.3 **Irrigation.** Secondary irrigation water shall be provided to each Lot in a specified amount for size of irrigated areas depending upon the square footage, topography and location. The amount of irrigation water provided to each Lot is based upon a normal water year and regional availability and is not guaranteed. The irrigation water company providing the secondary water shall have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the irrigation company may choose to specify days, times and amounts of water to be used. Water conservation and natural vegetation will be encouraged. Water use on lots that are one acre or greater with slopes greater than 15% will require a specific plan showing the watering plan and maintenance of hillsides to be submitted and approved from the Architectural review committee.

6.11 **Motorcycles, ATV's Travel Trailers and RVs.** All motorcycles, trail bikes, three-wheel, four-wheel and other ATV's, automobiles, and other two or four-wheel drive recreational-type vehicles are to be operated only on driveways and Streets within the Project, but only to the extent permitted by applicable Morgan County ordinances and Utah State law. The use of such vehicles and snowmobiles on unoccupied Lots or other open areas of the Project Property is expressly prohibited. Storage and Parking of said vehicles are governed by the rules in section 6.6 of the Master Declaration. Temporary parking of RV's or travel trailers is permitted for loading and unloading purposes, not to exceed three (3) days.

6.12 **Zoning Regulations.** No Lot may be occupied in a manner that is in violation of any applicable statute, law, or ordinance, rule or regulation.

6.13 **No Mining Uses.** The property within the Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

6.14 **Restrictions on Signs.** No signs will be permitted on any Lot or within the Project, except for traffic control signs placed by the County or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with County sign regulations, and no such sign may exceed three square feet. The Declarant may erect signs within the Subdivision in accordance with County sign regulations during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information.

6.15 **Additional Improvements.** No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of Morgan County.

6.16 **No Used or Temporary Structures.** No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on the Lot.

6.17 **Completion Required Before Occupancy.** No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by Morgan County.

6.18 **Outbuildings.** No Additional improvements within the Project, including but not limited to garages, storage units, or other out buildings, may be made to any Lot without the prior approval of the Project Architectural Review Committee. The building materials must be harmonious with the dwelling and the roof materials must be the same as the roof materials on the dwelling. The location of outbuildings must not detract from the dwelling. The viewing of the primary dwelling should always be the focus. The Project Architectural Review Committee will approve the height and size of each outbuilding based on its location and proportion to the primary dwelling.

6.19 **Underground Utilities.** All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Subdivision are to be underground, including lines within any Lot which service installations entirely within the Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

6.20 **Service Yards.** There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that is not visible from adjoining Lots.

6.21 **Maintenance of Property.** All Lots and the Improvements on them shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

6.22 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

6.23 **No Hazardous Activity.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the

cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

6.24 **No Unsightliness.** No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight container in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

6.25 **No Annoying Lights.** No outdoor lighting shall be permitted except for lighting that is designed to direct the light downward and limit the field of light is confined to the Lot on which it is installed. All lighting shall be in compliance with the Night Sky Lighting Requirements of Morgan County.

6.26 **No Annoying Sounds.** No speakers or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjacent Lots, except for security or fire alarms.

6.27 **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system.

6.28 **No Fuel Storage.** No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

6.29 **Natural Contours and Grading and Drainage.** The natural contours of any Lot shall not be modified in excess of four (4) vertical feet without prior written approval from the Project Architectural Review Committee. In any location where cuts exceed a three to one (3/1) slope, Lot Owners are responsible to do one of the following until the disturbed neighborhood area is properly re-vegetated: (1) use silt fencing; or (2) use an erosion blanket; or (3) as approved by the Project Architectural Review Committee construct a decorative wall or use natural rock. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must retain or mitigate cuts or fills that impact any adjacent Lots. Owners have total responsibility to assure that all neighboring Lots and Owner's construction site or finished dwelling. Each Owner is responsible to grade his Lot to required specifications and shall not hold the Declarant responsible for any drainage on or off the Lot. Each Lot Owner will be responsible to minimize surface water runoff within his own Lot boundary. All grading associated with construction of a Dwelling shall be completed prior to occupancy.

6.30 **Vehicles Restricted to Roadways.** No motor vehicle will be operated on the Subdivision except on improved roads and driveways.

6.31 **No Transient Lodging Uses.** The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

6.32 **Antennas and Solar Panels.** All antenna must be enclosed within a building and not roof mounted, with the exception of not more than two (2) satellite dishes shall be permitted; the dishes shall be twenty-four inches (24") or less in diameter, and must be screened so that they are not directly visible from the street. No

ham radio receiver or transmitter antenna or other similar device shall be attached to or installed on the exterior portion of any Dwelling or Improvement or placed on any Lot within the Property. Solar panels will be permitted after approval by the project architectural review committee. Panels must lie flat against the roof and must be a similar pitch and color to the roof surface on which they are mounted.

6.33 **Deviations.** Deviations from the standards set forth in this Declaration may be allowed only upon written approval by the Project Architectural Review Committee for good cause shown.

6.34 **Fireplaces.** In order to reduce air pollution generated by fireplace emissions, the following restrictions will apply on all phases of the Cottonwoods at Mountain Green:

- a. **Wood Stoves must be EPA certified.** Older, uncertified fireplaces release 40 to 60 grams of smoke per hour. New EPA-certified fireplaces produce only 2 to 5 grams of smoker per hour.
- b. **Gas Stoves.** No restrictions on gas stoves as they emit very little pollution and require little maintenance.
- c. **Pellet Stoves.** No restrictions on pellet stoves as they burn a renewable fuel made of ground, dried wood and other biomass wastes and are some of the cleanest burning heating appliances available. They do not require EPA certification.
- d. **Fireplace Inserts must be EPA certified.** Fireplace inserts fit within existing fireboxes and can burn wood, pellets or gas.
- e. **Decorative Gas Logs.** No restrictions on decorative gas logs as they emit little pollution as they typically burn either natural gas or propane.

6.36 **Swimming Pools.** No Additional improvements within the Project, including but not limited to swimming pools, spas or related improvements, may be made to any Lot without the prior approval of the Project Architectural Review Committee. Swimming pools shall conform to the enumerated setback standards and Morgan County ordinances. All pools shall be required to have a perimeter fence. The fence shall have a minimum height of 5' (Five feet). All fence gates must open out from the pool and include a self-locking latch. Swimming pools will also be required to have a keyed cover. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

## 7. **BINDING EFFECT.**

The Project Property, including all Common Areas, Project Common Areas, and Lots therein, shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved only in accordance with the provisions of the Master Declaration, as modified by this Declaration, which easements, covenants, restrictions, and charges shall run with the Project Property and shall be binding upon all parties having or acquiring any right, title or interest in the Project Property or any part thereof and shall inure to the benefit of each Owner thereof.

SIGNATURE PAGE FOLLOWS



**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTONWOOD SPRING VIEW**

**Exhibit A**

(Legal Description of the Project Property)

All that certain real property located in Morgan County, Utah, located within that certain plat entitled "Cottonwood Spring View a P.U.D. Subdivision" in Mountain Green, Morgan County, Utah" filed in the plat records of Morgan County, Utah, including Lots 701-729, and Open Space Parcel A.

Parcel # 00-0086-1894 and Serial #03-005-108-13

Parcel #00-0085-5460, Serial #03-005-108-06-2