

3772306

A DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
Little Cottonwood East Subdivision Lots 1-18 inclusive

3650
Hammorstad
REQ 01
MAY 23 11 06 AM '93
SALT LAKE COUNTY
UTAH

970 Kenneth 1264
SLC 84/133

This Declaration is made this 22nd day of March,
1983 by Second Western Properties, a Utah general partnership, as owner
and developer of property in Salt Lake County, which is described in
the Deed referred to in Section 2.01, and which has been beautifully
preserved in its natural and unspoiled state. The purpose of this
declaration is to perpetuate, with respect to such developed portions
the rich variety of topography and vegetated environment for the benefit
of all who acquire property within Little Cottonwood East Subdivision
(as hereinafter defined).

Article I
Definitions

Unless the context otherwise specifies or requires, the terms defined
in this Article I shall, for all purposes of Little Cottonwood East
Restrictions, have the meanings herein specified.

Architect. The term "architect" shall mean a person holding a
certificate to practice architecture in the State of Utah.

Design Committee. The term "Design Committee" shall mean the com-
mittee created pursuant to Article IV.

Design Committee Rules. The term "Design Committee Rules" shall
mean rules adopted by the Design Committee, pursuant to Section 4.04.

Excavation. The term "excavation" shall mean any disturbance of
the surface of the land (except to the extent reasonably necessary
for planting) which results in the removal of earth, rock or other
substance from a depth of more than eighteen (18) inches below the
natural surface of such land.

File, Filed. The term "file" and "filed" shall mean, with respect
to the subdivision map, that said subdivision map shall have been
filed in the office of the Recorder of the County of Salt Lake, State
of Utah.

Record; Recorded. The term "record" or "recorded" shall mean, with respect to any document, that said document shall have been recorded in the office of the Recorder of the County of Salt Lake, State of Utah.

Refinish. The term "to refinish" shall include to paint and to resurface.

Residence. The term "residence" shall mean anything constructed or erected the use of which requires location on the ground or attachment to something having location on the ground.

Subdivision Map. The term "subdivision map" shall mean any final map within the meaning of Utah Code, Chapter 5, Plats and Subdivisions. Sections 57-5-1 to 57-5-8 together with any supplements, additions or amendments thereto.

Little Cottonwood East. The term "Little Cottonwood East" shall mean all of the real property within Little Cottonwood East Subdivision.

Little Cottonwood East Restrictions. The term "The Little Cottonwood East Restrictions" shall mean, with respect to all property within Little Cottonwood East, the limitations, restrictions, covenants, and conditions set forth in this declaration may from time to time be amended pursuant to Section 6.01 and with respect to any property within Little Cottonwood East.

Visible from Neighboring Property. The term "visible from neighboring property" shall mean with respect to any given object or activity, that such object or activity is or would be in any line of sight originating from any point six feet above any other property, excluding contiguous property owned by the Owner of the property involved, assuming that such other property has an elevation equal to the highest elevation of the ground surface of that portion of the property upon which such object or activity is located.

Article II

Property Subject to the Little Cottonwood East Restrictions

Section 2.01

The Little Cottonwood East Development

Grantor hereby declares that all of the real property located in the County of Salt Lake, State of Utah, described as follows:

Little Cottonwood East Subdivision, all as shown on that certain subdivision map entitled "Little Cottonwood East" filed in the office of the Recorder of the County of Salt Lake, State of Utah on the _____ day of _____ 1979 in Book _____.

is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to Little Cottonwood East Restrictions meaning the limitations, restrictions, covenants and conditions set forth in this declaration, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the Little Cottonwood East Restrictions shall run with said real property and shall be binding upon and inure to the benefit of Grantor each Owner of said real property, or any part thereof, and each successor in interest of such Owner.

Article III

Land Classifications, Use and Restrictive Covenants

Section 3.01

Land Classifications

All land within Little Cottonwood East Subdivision has been classified as a private area.

Section 3.02

Private Area: Uses, Restrictions

The private area of each lot shall be for the exclusive use and benefit of the Owner thereof subject, however, to all of the following limitations and restrictions.

a) The Design Committee or its duly authorized agents shall have the right at any time and from time to time without any liability to the Owner for trespass or otherwise to enter upon any private area for the purpose (1) of removing any improvement constructed reconstructed refinished altered or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas as authorized by paragraph (b) of Section 3.03, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this section and in Section 3.03

b) No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the such private area was first conveyed in fee by Grantor to an Owner shall be made or done except upon strict compliance with, and within the restrictions of, the provisions of Section 3.03

c) The private area of each lot shall be used exclusively for residential purposes and no more than one family (including servants and transient guests) shall occupy such private area provided, however, that nothing in this paragraph (c) shall be deemed to prevent

(1) any artist, artisan or craftsman from putting his artistic calling upon private area if such artist, artisan or craftsman (aa) also uses such private area for residential purposes (bb) is self-employed and has no employees working in such private area and (cc) does not advertise or offer any product or work of art for sale to the public upon or from such private area.

(2) the leasing of any lot from time to time by the Owner thereof, subject, however, to all of the restrictions of Little Cottonwood East Restrictions, or

(3) any use consistent with the provisions of all Salt Lake County

zoning ordinances in effect at the time these covenants are recorded.

d) Each private area and any and all improvements from time to time located thereon in good condition, and repair, and in such manner as not to create a safety or health hazard to Little Cottonwood East or any part thereof, all at such Owner's sole cost and expense.

e) No noxious or offensive activity shall be carried on upon any private area, nor shall anything be done or placed thereon which may be or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their private areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise the Owners, by virtue of their interest and participation in Little Cottonwood East are entitled to the reasonable enjoyment of the natural benefits and surroundings of Little Cottonwood East. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the private area and improvements located thereon, shall be placed or used upon any private area.

f) No domestic animals of any type shall be maintained on any private residential area.

g) No tree or shrub shall be planted within any private area and be permitted to grow to a height in excess of eight (8) feet unless such tree or shrub was at the time of its planting an indigenous specie as defined herein.

h) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any private area, except

1) such signs as may be required by legal proceedings

3) during the time of construction of any residence or other improvement, job identifi-

4) not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the grantor is providing

"for sale" and "for rent" signs for the use of Owners, the sign provided by the grantor and no other shall be used.

- i) No house trailer, mobile home, permanent tent, or similar facility or structure shall be kept, placed or maintained upon any private area at any time, provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted by Section 3.03.
- j) No trailer of any kind, truck, camper or boat shall be kept, placed or maintained upon any private area in such a manner that such trailer, truck, camper or boat is visible from neighboring property, provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted by Section 3.03.
- k) No accessory structures or buildings shall be constructed, placed or maintained upon any private area prior to the construction of the main structure of the residence, provided, however, that the provisions of this paragraph shall not apply to temporary constructed shelters or facilities maintained during and used exclusively in connection with the construction of the main structure of the residence.
- l) No trailer, vehicle or boat shall be constructed, reconstructed, or repaired upon any private area in such manner that such construction, reconstruction or repair is visible from neighboring property.
- m) All garbage and trash shall be placed and kept in covered containers, it is understood that all homes will have trash compactors, in no event shall such containers be maintained so as to be visible from neighboring property.
- n) Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring property.
- o) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles provided therefore.

p) Each lot owner shall be responsible for restoration of cut or fill slopes between the back of curb and their respective property. All cut or fill slopes shall be restored as per Grantor's landscaping plan for such areas at the sole expense of said lot owner. All plant materials shall conform to Exhibit "g" of these covenants. All restoration work shall be approved in writing by the Design Committee.

Section 3.03

Private Area: Construction and Alteration of Improvements; Excavations, etc.

The right of an Owner to construct, reconstruct, refinish or maintain any improvement upon, under or above any private area, or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface drainage thereof or to install any utility line (wire or conduit) thereon or thereover, or to destroy or remove any tree therefrom shall be subject to all of the following limitations and conditions of this section.

a) Except to the extent permitted by paragraph (g) below, any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, any improvement upon any private area is absolutely prohibited until and unless the owner of such private area first obtains the approval therefor from the Design Committee as herein provided and otherwise complies with all of the provisions of this section. The Design Committee shall remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of this paragraph and the Owner thereof shall reimburse the Design Committee for all expenses incurred in connection therewith.

b) Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvement for which the Owner

has obtained approved plans pursuant to this Section.

1) no change in the natural or existing drainage for surface waters upon, and

2) no power telephone or other utility line (wire or conduit) which would be visible from neighboring property shall be installed upon and

3) no living tree or scrub oak shall be destroyed or removed from any private area until and unless the owner of such private area first obtains the approval therefor from the Design Committee as herein provided and such owner otherwise complies with all of the provisions in this section. The Design Committee shall in the event of any violation of clause (1) or clause (2) above restore such private area to its state existing immediately prior to such violation in the event of any violation of clause (3) above remove all unauthorized power telephone or other utility lines (wire or conduits) and in the event of any violation of clause (4) above, replace any tree which has been improperly removed or destroyed with a tree similar in type and size to any such tree so removed or with such other tree as the Design Committee may deem appropriate. The owner of such private area shall reimburse the Design Committee for all expenses incurred by it in performing its obligations under this paragraph, provided, however, that with respect to the replacement of any tree the Owner shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the Design Committee had it elected to replace the destroyed or removed tree with a tree similar in type and size.

c) Any Owner proposing to construct or reconstruct or to re-finish or alter any part of the exterior of any improvement on or within his private area or to perform any work which under paragraph (b) above requires the prior approval of the Design Committee, shall apply to the Design Committee for approval as follows

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The Design Committee may require that this submission of plans and specifications be accompanied by a reasonable plans inspection fee in an amount of One Hundred Dollars (\$100.00)

1) The owner shall notify the Design Committee of the nature of the proposed work and the Design Committee shall at that time schedule a preliminary meeting in which the ecological factors relevant to the design, construction and maintenance of improvements at Little Cottonwood East and the various design controls and restrictions applicable to the owners private area can be summarized by the Owner shall be present at said first meeting. Such meeting shall be at a mutual convenient time not to exceed fifteen (15) days following the initial request.

2) Following the initial meeting, the Owner shall submit to the Design Committee for approval such plans and specifications for the proposed work as the Design Committee may from time to time request, including when deemed appropriate by the Design Committee, but without limitation the following:

aa) a plot plan of the lot showing (i) contour lines (ii) the location of all existing and/or proposed improvements, (iii) the proposed drainage plan (iv) the proposed sanitary disposal facilities, (v) the location of all existing trees having a height in excess of four (4) feet and the location of all scrub oak existing on said lot, (vi) such trees which the Owner proposed to remove, and (vii) the location of all proposed utility installations.

bb) floor plans:

cc) drawings, showing all elevations,

dd) description of exterior materials and color with samples,

ee) working drawings and construction specifications and

ff) the Owner's proposed construction schedule

3) If at any time following an Owner's notification of the Design Committee pursuant to clause (1) above of his proposed work the Design Committee shall determine that it would be in the best interests of Little Cottonwood East for such owner to employ professional assistance to design any improvement involved in the proposed work the Design Committee shall inform such owner in writing of its determination whereupon all plans and specifications submitted pursuant to clause (2) above shall be prepared by such qualified professional as the Design Committee shall determine

d) Subject to the provisions of paragraph (e) below, the Design Committee shall approve the plans, drawings and specification submitted to it pursuant to paragraph (c) only if the following conditions shall have been satisfied:

- 1) The owner and the owner's architect, if any, shall have strictly complied with the provisions of paragraph (c) above and
- 2) The Design Committee finds that the plans and specifications conform to the Little Cottonwood East Restrictions, particularly to the requirements and restrictions of this section and to the Design Committee Rules in effect at the time such plans were submitted to the Design Committee. All such approval shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect, if any, of such additional plans and specifications as the Design Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plan, provided, however, that plans, drawings and specifications which have been neither approved or rejected within (15) days from the date of submission thereof to the Design Committee shall be deemed approved. Once set of plans as finally approved shall be retained and maintained by the Design Committee as a permanent record.

e) Notwithstanding the provisions of paragraph (d) above, if within the fifteen (15) day period referred to in said paragraph (d), the members of the Design Committee, in their sole discretion unanimously find that the proposed work would for any reason whatsoever (including the design, height, color, or location of any proposed improvement and the probable effect thereon on other Owners in the use and

enjoyment of their private area be incompatible with Little Cottonwood East, then the Design Committee shall not approve the plans, drawings and specification submitted to it pursuant to paragraph (c) above, and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval.

f) Grantor shall upon the timely request of the Design Committee, file with the Design Committee copies of such of the plans and specifications described in paragraph (c) above, which have been prepared by Grantor and which are deemed by the Design Committee to be necessary for the purpose of maintaining a permanent record of all improvements constructed or being constructed by Grantor upon any private area at the time such private area became a part of Little Cottonwood East.

g) Any provisions herein to the contrary notwithstanding any Owner may at any time and from time to time without first obtaining the approval of the Design Committee and without otherwise complying with paragraph (c) above reconstruct or refinish any improvement or any portion thereof, excavate or make any other installation in such manner as may be set forth in the last plans thereof approved by the Design Committee and not revoked pursuant to paragraph (i) below or in the plans and specifications filed pursuant to paragraph (f) above.

h) Upon receipt of the approval from the Design Committee pursuant to paragraph (d) above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations or other work pursuant to the approved plans.

i) With reference to paragraph (h) above, Owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alterations or other work pursuant to the approved plans within one (1) year from the date of such approval if the Owner shall fail to comply with this paragraph any approval given pursuant to paragraph (a) above shall be deemed revoked unless upon the written request of the Owner made to the Design Committee prior to the expiration of said one (1) year period and upon a finding by the Design Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Committee.

j) With further reference to paragraph (h) above, the Owner shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any improvement of his private area within one (1) year after commencing construction thereof except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If Owner fails to comply with this paragraph, the Design Committee shall either complete the exterior in accordance with the approved plans or remove the improvement, and the owner shall reimburse the Design Committee for all expenses incurred in connection therewith.

k) Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required under this section the Owner shall give notice thereof to the Design Committee and within fifteen (15) days thereafter the Design Committee or its duly authorized representative may inspect such improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with approved plans if the Design Committee finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with approved plans, it shall notify the owner of such non-compliance within such fifteen (15) day period and shall require the owner to remedy such non-compliance of upon the expiration of sixty (60) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the Design Committee shall at its option, either remove the improvement or remedy the non-compliance and the Owner shall reimburse the Design Committee for all expenses incurred in connection therewith. If for any reason the Design Committee fails to notify the Owner of any non-compliance within fifteen (15) days after receipt of said notice of completion thereof from the owner, the improvement shall be deemed to be in accordance with said approved plans.

l) The following standards and restrictions are applicable to the construction, reconstruction, alteration and refinishing of any and all

improvements from time to time existing upon private ares:

1) No more than one "single family" residence shall be constructed on any lot. A guest suite or like facility, without a kitchen visually attached to the main residence structure with a minimum connecting structure of a wall or fence not less than six (6) feet high or a covered walk shall be deemed to be included as part of the single residence.

2) No recreational facilities shall be constructed or maintained on any lot without prior written consent of the Design Committee.

3) All improvements shall be constructed in accordance with applicable building line setback and height provisions set forth on the subdivision map and the Salt Lake County Zoning guide as may be amended from time to time provided however that with the consent of the Design Committee and if permissable by law, a carport or garage may be constructed on a property line if such carport or garage (aa) is designed together with and as an integral part of the carport or garage of an adjacent property owner and (bb) is detached from any part of the main residence structure by a minimum distance of twenty (20) feet.

4) No reflective finish (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures) including but without limitation the exterior surfaces of any of the following roofs all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes.

5) The colors of all exterior surfaces shall be only those which are commonly referred to as earth tone colors.

6) No roof shall be finished with built up tar and gravel unless the gravel used is colored in earth tone colors and no reflective surfaces are visible by other property owners.

7) Except for nails, bolts other approved connecting devices and hardware fixtures used in connection therewith, all fences, screens, and similar exterior structures shall be constructed solely of wood or brick provided, however, that recreational facilities may be constructed of other materials to which the Design Committee has given prior written approval.

- 8) Each residence shall contain parking space within the private area for at least two automobiles by one of the following means:
- aa) A garage either attached to or detached from the main structure of the residence.
 - bb) A carport enclosed on not less than two sides either attached directly to the main structure of the residence or connected by a roof or major fence.
 - cc) An exterior parking area enclosed on not less than two sides by a five (5) foot fence or planted
 - dd) An exterior parking area not visible from neighboring property.
- 9) All maintenance and service facilities including clotheslines and garbage receptacles shall be kept and maintained only in enclosed service yards.
- 10) There shall not be installed or maintained any unreasonably bright or glaring lights, nor other unusual lighting system which may or is likely to cause annoyance or be a nuisance to neighboring property.
- 11) There shall be no antenna of any sort, either installed or maintained, which is visible from neighboring property.
- 12) The minimum side yard for any main building shall be thirty-five (35) percent of the building height but in no case less than eight (8) feet and the total width of the two side yards for any one lot shall be seventy (70) percent of the building height, but in no case less than twenty (20) feet.
- 13) The minimum depth of the front yard for all main buildings shall be the average of the existing buildings within the same block frontage except that a front yard need not be more than thirty (30) feet in depth. Where the average alignment is less than fifteen (15) a fifteen (15) foot front yard shall be required. Where there are no existing buildings within the same block frontage, the minimum depth shall be twenty (20) feet.
- 14) The minimum depth of the rear yard for any main building shall be twenty-five feet.
- 15) No building shall be erected to a height in excess of thirty-eight (38) feet. No dwelling shall be erected to a height less than one (1) full story above grade. Height shall be measured at the average natural

grade at the building wall.

16) No residence, excluding garage or carports, shall be constructed with less than 2,000 sq.ft. of living area for one story residence and 3,000 sq. ft. of living area for two story.

17) All individual sewer lines will be constructed of ductile iron pipe with mechanical joints.

Section 3.04

Presumption of Compliance.

All of the following improvements, excavations, fills, and other work shall for all purposes of Little Cottonwood East Restrictions be conclusively presumed to be in compliance with, and within the restrictions of the provisions of this Article III.

- a) Those existing or maintained within or upon any property within Little Cottonwood East at the time such property became a part of Little Cottonwood East.
- b) Those existing or maintained within or upon any private area at the time such private area was first conveyed to an Owner by Grantor.
- c) Those from time to time constructed, reconstructed, refinished, altered, installed or maintained within or upon any property with Little Cottonwood East Grantor or pursuant to plans and specification with have been approved by the Design Committee and which approval has not thereafter been revoked, and
- d) Those specified as complying with the Little Cottonwood East Restrictions in the estoppel certificate recorded by the Design Committee pursuant to Section 4.06.

ARTICLE IV

DESIGN COMMITTEE

Section 4.01
Design Committee:
Organization;
Power of Appointment and
Removal of Members

There shall be a Design Committee organized as follows:

- a) The Design Committee shall consist of three (3) members. No member

No member shall be required to meet any qualification for a membership on the Design Committee.

Each of the said persons shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed as set forth herein.

b) Except as provided in paragraph (c) below the right from time to time to appoint and remove all members of the Design Committee shall be and is hereby reserved to and vested solely in Grantor.

c) The right to appoint members to the Design Committee shall vest in the homeowners of Little Cottonwood East Subdivision at such time as the last lot within Little Cottonwood East Subdivision shall be sold by the grantor.

1) Such right shall be exercised by majority vote of the homeowners present at any such meeting.

2) Such meeting shall be called by request of 10% of the homeowners or the Design Committee by giving five (5) days written notice to each homeowner of Little Cottonwood East Subdivision.

d) Any member of the Design Committee may at any time resign from the Design Committee upon written notice delivered to Grantor.

Section 4.02

Design Committee Duties.

It shall be the duty of the Design Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to Section 3.03 to adopt Design Committee Rules pursuant to Section 4.04 and to perform such other duties from time to time delegated to it by the Little Cottonwood East Restrictions.

Section 4.03.
Design Committee:
Meetings; Action;
Compensation; Expense.

The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the design Committee unless the unanimous decision of its members is otherwise required by the Little Cottonwood East Restrictions. The Design Committee shall keep and maintain

a record of all action from time to time taken by the Design Committee at such meetings or otherwise. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Design Committee function.

Section 4.04

Design Committee Rules.

The Design Committee may from time to time and in its sole discretion adopt, amend and repeal by unanimous vote rules and regulations to be known as "Design Committee Rules" which among other things interpret or implement the provision of Section 3.03 and which list species of ground covers, shrubs and trees. A copy of the Design Committee Rules as they may from time to time be adopted amended or repealed certified by any member of the Design Committee shall be available from the Design Committee.

Section 4.05

Non-Waiver.

The approval of the Design Committee of any plans, drawings, or specifications for any work done or proposed or in connection with any other matter, requiring the approval of the Design Committee under the Little Cottonwood East Restrictions shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 4.06

Lien for Non-Compliance

When thirty (30) days after written demand therefore is delivered to the Design Committee by any Owner, and upon payment therewith to the Design Committee of a reasonable fee from time to time to be fixed by the Design Committee, the Design Committee shall record lien for non-compliance

executed by any two of its members certifying with respect to any lot of said owner, that as of the date thereof, either (a) all improvements and other work made or done upon or within said lot by the owner, or otherwise, comply with the Little Cottonwood East Restrictions, or (b) such improvements and or work do not so comply in which event the certificate shall also (1) identify the non-complying improvements and or work and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrances shall be entitled to rely on said certificate with respect to the matters therein set forth such matters being conclusive as between the Design Committee, Grantor and all owners and such purchaser, mortgagee or other encumbrancer.

Section 4.07

Liability.

Neither the Design Committee nor any member thereof shall be liable to any owner or third persons for any damage loss of prejudice suffered or claimed on account of (a) the approval of any plans, drawings, and specifications, whether or not defective. (b) the construction or performance of any work, whether or not pursuant to approved plans drawings and specifications (c) the development or manner of development of any property with Little Cottonwood East or (d) the execution and filing of an estoppel certificate pursuant to Section 4.06 whether or not the facts there are correct provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing the Design Committee or any member thereof may, but is not required to consult with or hear any owner with respect to any plans, drawings or specifications or any other proposal submitted to the Design Committee

ARTICLE V

MISCELLANEOUS PROVISION

Section 5.01
Amendment of Repeal;
Duration.

2) The Little Cottonwood East Restrictions or any part thereof, as from

time to time in effect with respect to all or any part of Little Cottonwood East and any limitation restriction, covenant or condition thereof may, at any time be amended or repealed upon the happening of the following events:

- 1) The vote of written consent of Owners owning not less than three-fourths (3/4) of the lots with Little Cottonwood East, approving the proposed amendment or amendments to the Little Cottonwood East Restrictions; and
 - 2) The recordation of a certificate setting forth in full the amendment or amendments to the Little Cottonwood East Restrictions so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by Owners owning not less than three-fourths (3/4) of the lots within Little Cottonwood East.
- b) All of the limitations restrictions, covenants, and conditions of the Little Cottonwood East Restrictions shall continue and remain in full force and effect at all times with respect to all property and each part thereof, included within Little Cottonwood East to the Owners subject, however, to the right to amend and terminate as provided for in paragraph (a) above, but not beyond the year 2000 A.D., provided, however, that prior to December 31, 1999, there shall be recorded an instrument directing the termination of the Little Cottonwood East Restrictions signed by Owners of not less than two-thirds (2/3) of the lots within Little Cottonwood East, the Little Cottonwood East Restrictions in effect immediately prior to the expiration date shall, subject to the provisions of paragraph (a) above be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of any such period the Little Cottonwood East Restrictions are terminated as set forth above in this paragraph (b).

Section 5.02

Enforcement;

Non-Waiver.

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- a) Except to the extent otherwise expressly provided herein the Design Committee or any Owner or Owners shall have the right to enforce any and

all of the limitations, restrictions, covenants, conditions, obligations now or hereafter imposed by the Little Cottonwood East Restrictions upon other Owners or upon any property within Little Cottonwood East.

b) Every act or omission whereby any restriction, condition or covenant of the Little Cottonwood East Restrictions is violated in whole or in part is hereby declared to be and to constitute a nuisance and may be enjoined or abated, or whether or not the relief sought is for negative or affirmative action by the Design Committee or by an Owner or Owners as provided for in paragraph (a) above, provided, however, that any provision to the contrary notwithstanding only the Design Committee or its duly authorized agents may enforce by selfhelp any limitation, restriction, covenant, condition, or obligation herein set forth.

c) Each remedy provided to, in the Little Cottonwood East Restrictions is cumulative and not exclusive.

d) The failure to enforce the provisions of any limitation restriction, covenant condition, obligation, lien or charge of the Little Cottonwood East Restrictions shall not constitute waiver of any right to enforce any such provisions or any other provision of the Little Cottonwood East Restrictions.

Section 5.03

Construction;

Compliance with Laws;

Severability;

Singular and Plural Titles.

a) All of the limitations, restrictions, covenants, and conditions of the Little Cottonwood East Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of Little Cottonwood East as set forth in the introductory paragraphs of this declaration.

b) No provision of the Little Cottonwood East Restrictions shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over such person of Little Cottonwood East or any part thereof.

c) Notwithstanding the provisions of paragraph (a) above, the limitations, restrictions, covenants and conditions of the Little Cottonwood East Restrictions shall be deemed independent, and severable and

the invalidity or partial invalidity of any provisions thereof of any of such limitations, restrictions, covenants or conditions shall not affect the validity or enforceability of any other provision.

d) The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter as the context so requires.

e) All titles used in the Little Cottonwood East Restrictions including those of articles and sections are intended solely for convenience of reference and the same shall not nor shall any of them affect that which is set forth in such Articles, sections for any of the terms or provisions of the Little Cottonwood East Restrictions.

Section 5.04

Obligations of Owners;

Avoidance; termination.

Upon the conveyance, sale, assignment of other transfer of a lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such lot after the date of such transfer and no person after the termination of his status as an Owner; and prior to his again becoming an Owner shall incur any of the obligations or enjoy any of the benefits of an Owner under the Little Cottonwood East Restrictions following the date of such termination.

Section 5.05

Notices; Documents; Delivery.

Any notice or other document permitted or required by the Little Cottonwood East Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows: If to the Design Committee at Little Cottonwood East, Salt Lake City, Utah. If to an Owner, then any lot within Little Cottonwood East owned by the Owner; if to Grantor at the registered office provided, however, that any such address may be changed from time to time by an

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Owner by the Design Committee, by notice in writing delivered to all Owners.

Section 5.06

Attorney's fees and Liens

- a) Any violation or failure to comply with any of the provisions contained in this Declaration shall entitle the Design Committee to file a lien with the Salt Lake County Recorder whereby the approximated cost of correcting such problem shall constitute a lien on the real property in favor of the Design Committee.
- b) In the event the Design Committee or any owner within the subdivision files any action to enforce any of the provisions of the Declarations, It/ he/ she shall be entitled to a reasonable attorney's fees and costs for the prosecution of the action.

Section 5.07

Non-waiver

No waiver, or failure to enforce any of the provisions of these Declarations shall constitute a waiver of any subsequent violation or act as an estoppel for the same violation by any owner.

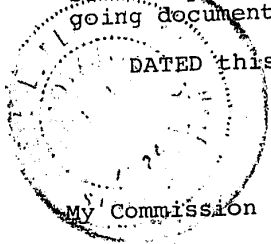
Owners:
Second Western Properties,
A Utah General Partnership

John R. Gaskill
John R. Gaskill

State of Utah)
):ss
County of Salt Lake)

I, NEIL L. BLACKBURN, a Notary Public, hereby certify that on the 23 of MARCH 1983, 1983, personally appeared before me John R. Gaskill and who being, be me first duly sworn, severally declared that they are the persons who signed the foregoing document.

DATED this 23 day of MARCH, 1983.



Neil L. Blackburn
NOTARY PUBLIC
Residing at: CENTERVILLE, UTAH

24 MAY 1986

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EXHIBIT "A"

In any planting plan at least 70 percent by quantity of all new plantings shall be selected from the following;

LIST "A"

TREES

<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Amelanchier alnifolia</i>	Service berry
<i>Quercus gambelii</i>	Gambel Oaks

SHRUBS

<i>Artemisia filifolia</i>	Threadleaf Sage
<i>Artemisia frigida</i>	Fringed sage
<i>Aercocarpus montanus</i>	Blichleaf Mt. Mahogany
<i>Cowania mexicana</i>	Cliff rose
<i>Mohania aquifolium</i>	Oregon grape
<i>Rhus trilobata</i>	Squawbush
<i>Sheperdia argentea</i>	Silber buffaloberry

GROUND COVERS AND VINES

<i>Arctostaphylos uva-ursi</i>	Red Bearberry
<i>Clematis ligusticifolia</i>	Western Virginsbower
<i>Mahonia repens</i>	Creeping Mahonia
<i>Parthenocissus tricuspidata</i>	Virginia Creeper
<i>Potentilla verna</i>	Spring Cinquefoil
Hardy ferns	Hardy Ferns

GRASS

For lawns use: Porter-Walton's "Magic Carpet" mix

For erosion control on all disturbed soils not otherwise planted use:

Sodar wheat grass at 70 lbs per acre or

rosion control flower seed mix at 80 lbs per acre

48 lbs *Eschoizia California* (California poppy)

16 lbs. *Linum lewisi* (Blue Flox)

16 lbs *Lubinus micranthus* (Baby Blue Lupne)

In any planting plan no more than 5 percent by quantity of all new plantings shall be selected from the following:

LIST "B"

TREES

Acer grandidentatum	Big Tooth M
Gleditsia triacanthos inermis	Thornless Honeylocust
Malus sp	Flowering crab
Pinus nigra	Austrian Pine
Populus tremuloides	Quaking aspen
orbis aucuparia	European Mt Ash

SHRUBS

Berberis thimbergi atropurpurea	Real leaf Barberry
Ceanothus prostratus	Squaw Carpet
Cornus stolonifera	Red Oster Dogwood
Coloneaster horizontairs	Rock Cotoneaster
Pinus mugo mughus	Mugo Pine
Rhus glabra	Smooth Sumac
Sarorucus cerulea	Blue Elderberry
Scybus scopulina	Mt Ash

GROUND COVERS AND VINES

Ajuga reptans	Carpet Bringie
Cerastum lomentosum	Snow-in-Summer
Fragaria chiloensis	Strawberry
Hedera helix	English Ivy
Pachysandra terminalus	Japanese Spruge
Vinca Mimor	Vinca

Notes: All annual and perennial herbaceous plants and bulbs known as "natives" shall be encouraged to be included in planting plans.

Fill. The term "fill" shall mean any addition of rock or earth materials to the surface of the land which increases the natural elevation of such surface by more than eighteen (18) inches.

Grantor. The term "grantor" shall mean Little Cottonwood E