

Record and return to:  
Cottonwood Estates Corporation  
6337 South Highland Drive #3051  
Salt Lake City, UT 84121

5900171  
08/16/94 2:51 PM 89.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: D KILPACK ,DEPUTY - WI

DECLARATION OF PROTECTIVE COVENANTS  
FOR CARRIAGE CREEK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned (Declarant) being the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Known as CARRIAGE CREEK SUBDIVISION

In consideration of the premises and as part of the general plan for improvement of the property comprising the Carriage Creek Subdivision, we do hereby declare the property hereinabove described and all lots located therein, subject to the restrictions and covenants herein recited.

ARTICLE I  
RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles. Three car garages will be required for all homes unless otherwise approved by the Architectural Control Committee.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Carriage Creek Subdivision Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided herein.

3. Dwelling Quality and Size.

Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 2,000 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 2,400 square feet. For the purpose of these covenants, bi-level, split-level and tri-level homes shall be considered as single story homes, provided, however, that the combined footage for the three floors shall not be less than 2,400 square feet. The Carriage Creek Subdivision Architectural Control Committee shall have the right, at its sole discretion, to approve homes for construction in which the floor area is less than provided above.

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4. City and Other Approval.

Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Protective Covenants.

5. Building Location.

(a) Building location must conform to the requirements of Murray City.  
(b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

6. Roofing and Exterior Materials.

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, etc. Acrylic stucco may also be used as a siding material. Aluminum, steel and vinyl siding may only be used for soffit and fascia unless otherwise approved by the Architectural Control Committee in writing. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated shingle.

7. Paving.

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

8. Driveways and Rights of Way.

In some instances certain lot owners within the subdivision may be granted undivided rights in a common driveway or right-of-way for the purpose of providing ingress and egress to their respective lots. In such cases the owners shall be obligated to maintain such right-of-way. For the purpose of reviewing and coordinating any such maintenance work, the owners shall meet at least annually to agree upon maintenance work to be performed, scheduling thereof, and to agree upon a budget necessary to perform such on-going maintenance of the common driveways and/or right-of-way.

9. Antennas.

All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee. Satellite dish antennas shall not be permitted on roofs.

10. Pools, Spas, Fountains, Gamecourts.

Pools, spas, fountains and gamecourts shall be approved by the Architectural Control Committee. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

11. Mechanical Equipment.

All air conditioning, heating equipment and swamp coolers must be screened from view. Air conditioning units and swamp coolers are not permitted on roofs or through

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windows unless screened from view and approved by the Architectural Control Committee.

12. Metal Awnings.

Metal awnings, metal "lean-tos," or metal patio covers shall not be permitted on any Lot.

13. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision, shall within 1 year from the purchase date of said lot, commence construction and having commenced construction upon said lot, shall continue therewith and have the dwelling structure upon the lot ready for occupancy as a residence within 18 months from the date construction is commenced. Landscaping of any dwelling shall be completed within 12 months after the initial occupancy.

14. Easement.

For the installation of and maintenance of utilities, irrigation ditches and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of the Carriage Creek Subdivision Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used. No trailers, boats or other recreational vehicles shall be stored on the streets or in the front yards of any lot. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot except that these restrictions shall not apply to emergency repairs to vehicles.

16. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

17. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

18. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. Any droppings from household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pets. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties as the Board by resolution may provide. No horses or other farm animals shall be allowed on any lots within the subdivisions.

If in the opinion of the Carriage Creek Subdivision Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or removal of any such animal or pet.

19. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained.

20. Large Vehicles.

No large trucks and commercial vehicles belonging to Owners or other residents of the Property or guests shall be parked within the Development, except temporary parking not to exceed forty-eight (48) hours.

21. Drainage.

Murray City requires that drainage across any property line shall not exceed that which existed prior to development of the property. Surface waters from each lot within Carriage Creek Subdivision which cannot be drained onto the public right-of-way shall be retained on the lot and shall not be allowed to drain on neighboring properties. Where drainage cannot be placed in an established drainage channel, lot owners shall be required to install a sump to retain surface drainage on owner's lot. The sump shall be installed in accordance with specifications provided by the project engineer or in such other manner as approved by Murray City Engineering.

22. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

ARTICLE II  
EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded plat or herein set forth.

2. Wherever sanitary sewer, culinary water, irrigation water, electricity, gas, telephone and cable television lines or drainage lines and/or facilities are installed within the subject property, the owners of any lot served by said connections, lines

or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

#### ARTICLE III

##### DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. The owner or owners of any portion of the subject property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Architectural Control Committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

3. Construction and Validity of Restrictions. All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee. The Architectural Control Committee which is vested with the powers described hereinabove shall initially consist of three (3) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with the architectural control committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the subject property the improvement will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance

with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restriction. At any time, the then record owners of a majority of the subject property shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill and such vacancy with like authority.

The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Architectural Control Committee may cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The Architectural Control Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. The initial Architectural Control Committee shall consist of Bruce B. Anderson, Rick Lloyd, and David Tolman. After completion of development, Declarant shall appoint three (3) persons to replace the initial committee members named hereinabove. The three (3) members appointed at that time by Declarant shall be appointed to staggered initial terms of one, two, and three years respectively. At the expiration of a member's term, an election shall be held by the owners who shall elect a new member to the Architectural Control Committee for a three (3) year term. In elections each lot shall be construed to have one (1) vote.


5. Assignment and Preservation of Powers. Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

6. Consents. The Declarant has obtained the acknowledgement and consent to these protective covenants of all third-party living unit owners, and all parties

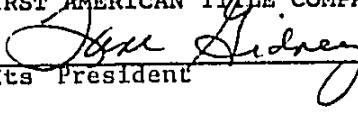
possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 10<sup>th</sup> day of August, 1994.

CARRIAGE CREEK, L.C.

By:   
A. Lear Thorpe, Manager

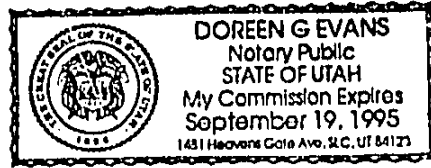
FIRST AMERICAN TITLE COMPANY, Trustee

By:   
Its President Lane Gidney

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 10<sup>th</sup> day of August, 1994, personally appeared before me, A. Lear Thorpe, who being duly sworn, did say that he is the Manager of CARRIAGE CREEK, L.C., and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors, and said A. Lear Thorpe acknowledged to me that he executed the same.

Doreen G Evans  
NOTARY PUBLIC



My Commission Expires: Sept. 19, 1995  
Residing in Salt Lake County

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STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On the 16th day of August, 1994, personally appeared before me, Lane Gidney \_\_\_\_\_, who being by me duly sworn, did say that he is the President of FIRST AMERICAN TITLE COMPANY, and that within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Lane Gidney duly acknowledged to me that said Corporation executed the same.

Dawn Phillips  
NOTARY PUBLIC

My Commission Expires: 02-08-97  
Residing in Salt Lake City, Utah

