

7202167

**DECLARATION
OF COTTONWOOD HILLS WEST CONDOMINIUMS:**

**CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COTTONWOOD HILLS WEST CONDOMINIUMS,
A CONDOMINIUM PROJECT**

This Declaration is made and executed this 29th day of June, 1998, by Cotton wood Construction Inc. A Utah corporation, hereinafter designated and referred to as "Declarant", pursuant to the Utah Condominium Ownership Act. 57-8-1 *et seq.*, hereinafter designated and referred to as the "Act".

Witnesseth:

WHEREAS, Declarant is the owner of certain real property, hereinafter designated and referred to as the "Subject Property," located within the city limits of Sandy, City, County of Salt Lake, State of Utah, which is more particularly described as follows:

See Exhibit "A" attached hereto; and

WHEREAS, Declarant has constructed, is in the process of constructing, or will construct four duplex buildings and certain other improvements upon the Subject Property in accordance with plans and drawings set forth in its Record of Survey Map hereinafter referred to and designated as the "Survey Map", which consists of 2 pages and is

7202167
12/24/98 12:07 PM 140.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LARRY BRADSHAW
4410 LYNNE LANE
SLC, UT 84124
REC BY: R JORDAN DEPUTY - WI

recorded contemporaneously with this Declaration and by reference incorporated and made a part hereof.

WHEREAS, it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to, and expressly conditioned upon them observing and keeping the covenants, conditions and restrictions herein reserved; and

WHEREAS, Declarant desires and intends by filing this Declaration and the Survey Map to submit the Subject Property and the four duplex buildings and other improvements to the provisions of the Act as a condominium project, and to impose upon the Subject Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof;

NOW, THEREFORE, the Declarant does hereby make, establish and publish this Declaration for purposes set forth above and in furtherance of a plan for the improvement of the Subject Property and the division thereof into condominiums:

1. Creation of Condominium. Declarant hereby submits the Subject Property and the improvements constructed and to be constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as *Cottonwood Hills West Condominiums*.

2. Covenants to Run with Land. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants which run with the land both as a burden and benefit and shall be binding upon the Declarant and its successors and assigns, and upon all persons who may acquire an interest, of any nature, in all or any

part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees and/or assigns.

3. Description of Buildings. The condominium project shall consist of four (4) residential duplex buildings containing eight (8) units, twenty (20) covered parking stalls and four uncovered parking stalls as depicted on the Survey Map recorded herewith. The buildings shall be two (2) story wood framed structures with brick and stucco exterior veneers each building shall have full basement and concrete patio.

4. Description of Units. The condominium project is hereby divided into eight (8) units with approximately 1700 square feet of living space each. Each unit shall be designated and identified by a unit number. The units shall be numbered consecutively from one (1) to eight (8) beginning with one (1) on the southerly most unit as depicted on the Survey Map. Every conveyance or contract for the sale of a unit and every other instrument affecting title to a unit shall describe that unit by the unit number shown on the Survey Map with the appropriate reference to the Survey Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County in substantially the following form:

Unit ____, *Cottonwood Hills West Condominiums*, a condominium project, according to the Record of Survey Map and Declaration filed in the office of the Salt Lake County Recorder.

Together with an undivided 1/8 interest in the common areas and facilities and limited common areas as shown on said Record of Survey Map and Declaration.

5. Common Areas. The common areas and facilities as defined in Section 57-8-7, Utah Code Annotated, 1953, as amended, and/or as shown on the Survey Map are hereby set aside for the use and benefit of the unit owners in accordance with and for all purposes set forth by the Act. The owner or owners of each unit shall have an equal undivided 1/8th interest in any and all common areas as depicted on the Survey Map. Unit #1 12.5%, Unit #2 12.5%, Unit #3 12.5%, Unit #4 12.5%, Unit #5 12.5%, Unit #6 12.5%, Unit #7 12.5%, Unit #8 12.5% Shall be the amount of common ownership of each unit. Each unit owner's use of the common areas shall be limited only to the intended purpose therefore and by a preclusion against hindering and encroaching upon the lawful use of the common areas and rights of other unit owners.

6. Limited Common Areas. Certain areas, as identified on the Survey Map are designated and reserved as limited common areas for the exclusive use of the unit to which they are appurtenant. Patios, utility and furnace areas and entrance ways obviously intended or use by particular units are, likewise, declared to be limited common areas and facilities for the use of such particular units to the exclusion of all others. All parking spaces shown on the Survey Map are hereby declared to be limited common areas subject to the regulation thereof set forth in Paragraph 17

7. Common Areas - Appurtenant to Units. Common area and limited common area together is defined as 100% of land and improvements not located within any unit. The undivided ownership interest in the common areas and limited common areas appurtenant to each unit as set forth in paragraphs numbered 6 and 7 shall be and remain appurtenant to such unit from and after the filing of the is Declaration and may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this Declaration and the provisions of the Act and shall not be

separated from such units or be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the unit itself.

8. Easement and Rights of Declarant Notwithstanding anything herein to the contrary, Declarant shall have a transferable easement over and on the common areas and facilities for the purpose of making improvements on the land within the project and for the purpose of doing all things reasonably necessary and proper in connection with the same. The Declarant and its duly authorized agents, representatives and employees may maintain a sales office and model unit on the land within the project. Said sales office and model unit shall be located within a unit of the condominium project and may be moved and relocated in any unsold unit at the discretion of Declarant.

9. Management by Cottonwood Hills: Upon the issuance of a certificate of occupancy for all units or 30 days after they are substantially complete, whichever occurs first, the Management Committee of Cottonwood Hills Condominiums hereinafter designated and referred to as the "Management Committee", shall assume responsibility to manage, operate and maintain the condominium project including all common areas and limited common areas in conformity with the Act and provisions of this Declaration. The specific terms of the obligations which flow between this condominium project and Cottonwood Hills Condominiums which includes management functions, are set forth in the Statement of Mutual Covenants and Easements attached and incorporated by this reference as **Exhibit B**.

10. Destruction or Damage. In the event the condominium project is damaged to the extent of seventy-five (75%) percent or less, of the value thereof, the Management Committee shall be responsible for repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to such damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which were in force on said premises as of the date of such destruction or damage. In the event the condominium project is destroyed or damaged to the extent of more than seventy-five (75%) percent of the value thereof, the unit owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, by 75% majority vote, determine whether or not said premises should be rebuilt, repaired, or disposed of. The determination, under this paragraph, of the extent of damage or destruction to the project shall be made by a majority of three (3) appraisers who shall be selected by the Management Committee for that purpose.

11. Insurance. The Management Committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on the interior of their respective units and upon such furniture, appliances and other personal property as may be located therein as they shall deem to be necessary and adequate.

12. Lien for Nonpayment of Common Expenses. It shall be the duty of every unit owner to pay his or her proportionate share of the common expenses. Payment shall be in such amounts and at such times as determined by the Management Committee in accordance with the terms set forth in the Statement of Mutual Covenants and Easements.

The amount of common expenses assessed against each unit shall be a debt of the owner at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. If any unit owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of the owner in the property and, upon the recording of notice thereof by the Management Committee, shall be a lien upon the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only:

(1) tax and special assessment liens on the unit in favor of any assessing unit, and special district, and

(2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

The lien for nonpayment of common expenses may be enforced by sale or foreclosure of the unit owner's interest by the Management Committee, sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such

proceeding and reasonable attorney's fees. The Management Committee shall have power to bid on the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

13. Agreement to Comply and Fines. Each unit owner, tenant and/or occupant of a unit shall comply strictly with the covenants, conditions and restrictions as set forth in this declaration or in the deed to the unit and with the bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be amended from time to time, and *failure to comply shall be ground for an action to recover sums due for damages, injunctive relief or both, maintainable by the manager or management committee on behalf of the unit owners, or in a proper case, by an aggrieved owner.*

The management committee may also impose reasonable fines for the failure of any owner, tenant, and/or occupant of a unit to comply and the failure to pay such fine shall become a lien upon the unit in the same manner and with the same consequences as the failure to pay common expenses becomes a lien under the provisions of Section 57-8-20, Utah Code Annotated, 1953 as amended. Rules with respect to the imposition of fines, including amounts, charges and hearings, shall be promulgated by the Management Committee.

14 Use of Units. No owner or occupant of any unit shall occupy or use the unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family private dwelling, or permit the unit to be used in a manner as to constitute a nuisance or be in violation of any applicable law, ordinance or regulation of the state, county or municipality. No owner or occupant shall permit anything to be done or kept in a unit which will increase the rate of fire insurance on the project. No sign, signal, advertisement or illumination shall be placed on or about any window or outside wall of the project,

15. Nuisances. No horses, cattle, swine, goats, poultry, or fowl shall be kept within the condominium project. No clothes lines, drying yards, signs or advertising displays shall be permitted unless first approved in writing by the Management Committee. No refuse site, unsightly pile, objects or junk cars shall be allowed to be placed or suffered to remain anywhere within the condominium project. In the event that any unit owner shall fail or refuse to keep the condominium project free from refuse piles, junk cars, or other unsightly objects, then the Management Committee may remove the same at the expense of the unit owner and in the event of such removal, a lien shall arise and be created in favor of the Management Committee and against such unit for the full amount and such amount shall be due and payable within thirty (30) days after the unit owner is billed therefor.

16. Restrictions on Pets. No pets other than those of the customary household variety may be kept in any unit or within the condominium project. Pets of the customary household variety may be kept only on those terms and conditions as may be expressly set forth in the Bylaws and established by the Management Committee.

17. Parking. The Management Committee shall assign a single covered parking space to each unit owner, which assignments may be changed from time to time. Twelve (12) covered parking spaces are permanently assigned to the Management Committee for the benefit of unit owners of Cottonwood Hills Condominiums, such assignment being made in fulfillment of obligations owed to Cottonwood Hills Condominiums by the Declarant. An easement is granted to unit owners of Cottonwood Hills Condominiums, to whom the twelve (12) parking spaces are assigned, to allow ingress and egress for the normal and intended use of such parking spaces. The terms of the covenants and agreements between this

condominium project and Cottonwood Hills Condominiums relating to parking and easements therefore are set forth in the Statement of Mutual Covenants and Easements.

19. Amendment of Declaration. Except as otherwise provided by law, the unit owners shall have the right to amend this Declaration and/or the Survey Map upon the approval and consent of unit owners representing the ownership of not less than seventy-five (75%) percent of the total number of units, which consent and approval shall be by duly executed and recorded instruments; provided, however, that this Declaration may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the condominium laws of the State of Utah, or changing the use of said land from single family residential, without the approval of Sandy City after submission of such proposed change to the planning commission for its recommendation.

Notwithstanding anything in the foregoing to the contrary, the Declarant, consistent with all provisions of the Condominium Ownership Act, reserves the right to amend this Declaration until more than 50% of the units in the project are sold which right to amend may be relinquished or waived, in whole or in part, by Declarant at any time prior to such event, by a duly executed and recorded relinquishment or waiver.

20. Declaration Supplements to the Act. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Ownership Act, as the same now exists or may be amended from time to time. Terms used in this Declaration shall be accorded the meaning and definition set forth in Section 57-8-3 Utah Code Ann. or other portions of the Act unless the term is specifically defined inconsistently in this Declaration.

21. Bylaws. The administration of the condominium project shall be governed by Bylaws, a true copy of which is attached and incorporated by this reference as Exhibit "C".

22. Invalidity. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

23. Effective Date. This Declaration shall take effect as provided by the Condominium Ownership Act.

24. Process Agent. Heritage Property Co., a Utah corporation, which has its place of business at 4410 Lynne Lane, Salt Lake City, Utah 84124, is hereby designated as the agent to receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the Management Committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Salt Lake County, State of Utah.

MADE AND EXECUTED as of the day and year first above written.

Cottonwood Construction Inc.

By J. Larry Bradshaw
President

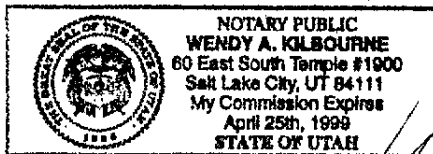
By Brian Bradshaw
Secretary

STATE OF UTAH)


:ss.

COUNTY OF SALT LAKE)

On this 24TH day of December, 1998, personally appeared before me J. Larry Bradshaw and J. RUSSTON Bradshaw who being by me duly sworn, did acknowledge that they are the President and Secretary respectively of Cottonwood Construction Inc. And that the above instrument was executed in behalf of the said corporation, and by authority of its bylaws and upon a proper resolution of its Board of Directors.



Wendy A. Kilbourne
NOTARY PUBLIC

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EXHIBIT A

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EXHIBIT "A"

BEGINNING AT A POINT WHICH IS SOUTH 89°59'00" WEST ALONG THE NORTH LINE OF WARE SUBDIVISION NO. 5 AND NO. 6 AND LINE EXTENDED 1170.50 FEET AND NORTH 300.75 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 NORTH 300.75 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 144.02 FEET; THENCE NORTH 4°44'50" WEST 349.84 FEET; THENCE NORTH 89°09'05 EAST 155.98 FEET; THENCE SOUTH 89°58'00" EAST 17.01 FEET; THENCE SOUTH 350.94 FEET TO THE POINT OF BEGINNING. CONTAINS 1.274 ACRES.



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EXHIBIT B

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STATEMENT OF MUTUAL COVENANTS AND EASEMENTS

OF COTTONWOOD HILLS AND COTTONWOOD HILLS WEST COADOMINIUMS

This statement of mutual covenants and easements, hereinafter the "Statement" is made & entered into this 29TH day of June, 1998, by and between COTTONWOOD CONSTRUCTION INC., a Utah corporation hereinafter Declarant for and on behalf of COTTONWOOD HILLS WEST CONDOMINIUMS, a Utah condominium association, hereinafter "Cottonwood Hills West, " and COTTONWOOD HILLS CONDOMINIUMS, a Utah condominium association, hereinafter referred to as "Cottonwood Hills"

RECITALS

A. Cottonwood Hills is located in Sandy City, Salt Lake County, State of Utah on real property which is more particularly described in Exhibit I attached hereto and incorporated herein by reference (hereinafter "Property A").

B. Cottonwood Hills is the duly organized association of condominium owners of Cottonwood Hills Condominiums. Cottonwood Hills Condominiums Management Committee, hereinafter the "Management Committee" is the duly comprised governing body of Cottonwood Hills pursuant to the Declaration Containing Covenants, Conditions and Restrictions for Cottonwood Hills Condominiums and the Utah Condominium Ownership Act. Section 57-8-1 *et seq.* Utah Code Ann.

C. Cottonwood Construction Inc. is a Utah corporation with its principal place of business located in Salt Lake City, State of Utah. Cottonwood is the developer of certain real property and improvements thereon in Salt Lake County known as Cottonwood Hills West and the Declarant under the proposed condominium declaration.

D. Cottonwood Hills West is a Utah Condominium Association. Cottonwood Hills

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West is located on certain real property in Sandy City, Salt Lake County, State of Utah, as more particularly described in Exhibit 2 attached hereto and incorporated by reference (hereinafter "Property B").

E. By Quit Claim Deed dated April 29, 1993, which was recorded with the Salt Lake County Recorder on June 17, 1993, as Entry No. 5531629 in Book 6688 at Page 0013, Property B was deeded to Cottonwood Hills Condominiums.

F. Thereafter, Sandy City notified Cottonwood Hills Condominiums that on-site improvements must be effectuated on the property for drainage and flood retention. The on-site improvements include, but are not limited to on and off-site drainage, engineering, installation of retaining walls, piping or sumps.

G. In April of 1998, Cottonwood Hills Condominiums entered into a Real Estate Purchase Contract with Heritage Property Co. Which was later merged into Cottonwood Construction Inc., wherein Cottonwood Hills Condominiums essentially agreed to deed the property to Heritage in exchange for a small amount of cash, twelve parking stalls and completion of the on-site improvements required by Sandy City.

H. Cottonwood now wishes to develop the project as an eight-unit condominium known as Cottonwood Hills West. Further, Cottonwood wishes to obtain an easement for ingress and egress through Property A and management services for Cottonwood Hills West Condominiums.

NOW THEREFORE Cottonwood as the Declarant for Cottonwood Hills West and Cottonwood Hills make and enter into these mutual covenants and easements for the purposes set forth and their mutual benefit.

NATURE OF COVENANTS

1. Covenants to Run With Land. Any covenants, restrictions, limitations, conditions and uses

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herein provided shall constitute covenants which run with the land both as a burden and benefit and shall be binding upon Cottonwood and its successors and assigns and upon Cottonwood Hills and Cottonwood Hills West and upon all persons who may acquire an interest, of any nature, in any part of either condominium project and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

COVENANTS RE MANAGEMENT

2. Cottonwood Hills Covenant to Manage. Cottonwood Hills, by and through its Management Committee, hereby covenants, promises and agrees to manage, operate and maintain Cottonwood Hills West in conformity with the Declaration of Cottonwood Hills West and the provisions of the Utah Condominium Ownership Act. Moreover, Cottonwood Hills covenants promises and agrees to perform its management functions for Cottonwood Hills West with the same level of diligence, care and competency as it would for itself.

3. Covenant to Obtain Insurance. Cottonwood Hills Management Committee covenants, promises and agrees to obtain and maintain a policy of fire, extended coverage and liability insurance for and on behalf of Cottonwood Hills West. Such policy of insurance shall be obtained in an amount which the Management Committee from time to time determines is proper, necessary and adequate but, in no event, less than the coverage in place for Cottonwood Hills.

4. Acceptance of Management Services. Cottonwood Hills West hereby covenants, promises and agrees to permit and accept the management of Cottonwood Hills Management Committee. Cottonwood Hills West agrees to submit to and be bound by the decisions of the Management Committee which are made in conformity with the Declaration of Cottonwood Hills West Condominiums and the Utah Condominium Ownership Act.

5. Attendance at Meetings. Cottonwood Hills hereby covenants, promises and agrees to allow any and all unit owners in Cottonwood Hills West to attend annual and special meetings of the unit owners and Management Committee of Cottonwood Hills. Further, unit owners of Cottonwood Hills West shall be allowed to address issues of common interest at any such meeting. To facilitate attendance and participation at such meetings, Cottonwood Hills covenants, promises and agrees to provide notice of all such meetings, consistent with its bylaws and the Utah Condominium Ownership Act to all unit owners of Cottonwood Hills West.

6. Representative on Management Committee. Cottonwood Hills covenants, promises and agrees to reserve one seat on the Management Committee for the duly elected representative of Cottonwood Hills West, should one desire to serve. The term of the representative of Cottonwood Hills West shall run for two years commencing on February 1 on the first year in which more than half of the units in Cottonwood West have been sold. The Cottonwood Hills West representative on the Management Committee shall have the same powers, privileges and authority as other committee members.

7. Binding Rules and Regulations. From time to time, and in conformity with its Bylaws and the Utah Condominium Ownership Act, the Management Committee has adopted community rules and regulations. Cottonwood Hills West covenants, promises and agrees to be bound by all such rules and regulations currently in effect and by rules and regulations subsequently adopted by the Management Committee. Copies of all rules and regulations currently in effect have been attached to the Bylaws of Cottonwood Hills West.

ASSESSMENTS

1. Calculation of Assessment. The Management Committee shall, from time to time, impose an assessment for common maintenance, operation and management of Cottonwood Hills and

Cottonwood Hills West. The assessment shall be calculated on the aggregate expenses and reserve requirements for operating Cottonwood Hills and Cottonwood Hills West. A pro rata share for all expenses will be assessed against each unit in both condominium projects.

2. Payment of Assessments. The unit owners of Cottonwood Hills West hereby covenant, promise and agree to pay their pro rata share of all assessments for the common maintenance, management and operation of Cottonwood Hills and Cottonwood Hills West. Such assessments shall not exceed those levied against the unit owners of Cottonwood Hills.

3. Interim Assessments. The Management Committee shall have no obligation to provide maintenance or management of any unit in Cottonwood Hills West until a certificate of occupancy has been issued for the same or thirty (30) days after the unit is substantially complete, whichever occurs first. From that date until the unit is sold, Cottonwood agrees to pay one-half of the standard assessment levied by the Management Committee for the maintenance and management of each unit. Cottonwood covenants, promises and agrees to make such payments. However, Cottonwood's obligation shall not exceed the period of one year from the date of completion.

EASEMENTS

1. Ingress and Egress. Cottonwood Hills hereby grants, conveys and transfers to Cottonwood Hills West for the benefit of Property B, a non exclusive right, privilege and easement to use and to permit its owners, tenants and permitted users to use, in common with all other owners and tenants and their permitted users, all entrances and access roads and driveways located on Property A for the purpose of pedestrian and vehicular passage, on, over and across such property for ingress to and egress from each unit located within Cotton Hills West. The legal description of the easement is attached and incorporated as **Exhibit 3**. Such easement,

however, is subject to the following:

a. Cottonwood Hills may establish such reasonable, non-discriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the entrances, access roads and driveways provided such rules shall be applicable to all unit owners, tenants and permitted users of Cottonwood Hills and Cottonwood Hills West.

b. Except for the obligation to contribute to costs and maintenance as set forth above, Cottonwood Hills may not levy any charge for the use of the entrance ways, access roads, and driveways. However, modifications to which, from time to time, are approved by the majority of the unit owners of Cottonwood Hills and Cottonwood Hills West shall be permitted.

c. The easements, rights and privileges created in this section are not intended and shall not be construed as a dedication of any portion of the entrances, access roads and driveways of Cottonwood Hills for public use which, from time to time, shall have the right to take whatever steps, including temporary closures of such facilities or portions thereof as may be necessary to avoid such dedication.

2. Parking Easements. Cottonwood Hills West hereby grants, conveys and transfers to Cottonwood Hills a perpetual and exclusive right, privilege and easement to use and to permit its unit owners, tenants, guests and permitted users to park in or on the twelve (12) northernmost covered parking stalls located on Property B which have been designated as limited common area therein. Cottonwood Hills grants conveys and transfers to Cottonwood Hills West a non-exclusive right privilege and easement for use of its access roads and driveways for the purpose of obtaining ingress to and egress from respective parking spaces. A copy of the legal description of the parking easement is attached and incorporated as **Exhibit 4**.

COTTONWOOD CONSTRUCTION INC.

6/29/98
Date

Larry Pradshaw
Larry Pradshaw
Its President

COTTONWOOD HILLS WEST

6/29/98
Date

Larry Pradshaw
Larry Pradshaw
Its Declarant

COTTONWOOD HILLS CONDOMINIUMS

6/29/98
Date

Evan Bean
Evan Bean
Its Management Committee Member

c:\wp5.1\ksp\Cotton\Covenants

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EXHIBIT 1

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EXHIBIT "A"

Real Property located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point which is North 449.14 feet and West 51.84 feet from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the basis of bearing for this survey and description being the section line, northerly, from said quarter section corner, which is assumed to have a bearing of $N0^{\circ}08'55''E$):

thence, $N44^{\circ}51'05''W$, 22.63 feet which is the long chord of the curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of $90^{\circ}00'00''$ with radius of 16.00;

thence $N89^{\circ}51'05''W$, 41.00 feet;

thence $S76^{\circ}54'02''W$, 66.46 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 67.05 feet, more or less) through a central angle of $26^{\circ}29'45''$, with radius of 145.00;

thence $S70^{\circ}18'42''W$, 86.85 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord with an arc length of 87.05 feet, more or less) through a central angle of $13^{\circ}19'04''$, with a radius of 374.50;

thence $S38^{\circ}29'07''W$, 12.45 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 17.43 feet, more or less) through a central angle of $76^{\circ}58'14''$, with a radius of 10.00;

thence $N79^{\circ}55'40''W$, 25.39 feet;

thence $N48^{\circ}12'46''W$, 14.91 feet which is the long chord of a curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 16.83 feet, more or less) through a central angle of $95^{\circ}25'32''$, with a radius of 10.00;

thence $N84^{\circ}42'09''W$, 147.34 feet which is the long chord of a curve, concave northerly, (the curve being the boundary--not the long chord--with an arc length of 148.37 feet, more or less) through a central angle of $23^{\circ}27'04''$, with a radius of 362.50;

thence $S53^{\circ}31'06''W$, 188.92 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 219.46 feet, more or less) through a central angle of $107^{\circ}00'54''$, with a radius of 117.50;

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G.L. SEEGREN

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EXHIBIT "A"
continued

thence S23°37'17"W, 94.12 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of 47°13'17", with a radius of 117.50;

thence S74°33'09"W, 162.93 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of 54°38'26" with radius of 177.50;

thence N19°45'25"W, 225.64 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 269.97 feet, more or less) through a central angle of 116°44'25", with radius of 132.50;

thence N1°50'41"W, 12.98 feet which is the long chord of a curve, concave westerly, (the curve being the boundary--not the long chord--with an arc length of 14.12 feet, more or less) through a central angle of 80°54'55", with radius of 10.00;

thence N42°18'08"W, 13.58 feet;

thence S68°50'56"W, 13.06 feet which is the long chord of a curve concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 16.82 feet, more or less), through a central angle 137°41'52", with radius of 7.00;

thence SOUTH 17.83 feet;

thence WEST 158.63 feet;

thence NORTH 241.59 feet;

thence N89°59'58"E, 786.13 feet;

thence SOUTH 73.00 feet;

thence S45°00'00"E, 9.90 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 11.00 feet, more or less) through a central angle of 90°00'00", with radius of 7.00;

FOR CURVE
CALCULATED

BOOK 5169 PAGE 772

BK 6704 PG 2752

BK 8208 PG 2160

EXHIBIT "A"
continued

thence EAST 17.00 feet;

thence SOUTH 96.41 feet;

thence N66°40'40"E, 58.24 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 58.32 feet, more or less) through a central angle of 10°12'12", with radius of 327.50;

thence N75°51'44"E, 99.94 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 100.98 feet, more or less) through a central angle of 28°34'21", with radius of 202.50;

thence S89°51'05"E, 21.00 feet;

thence N45°08'55"E, 22.63 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of 90°30'00", with radius of 16.00;

thence S0°08'55"W, 89.50 feet, to the point of beginning.

The area contained within the foregoing is 5.8359 acres.

PHONOGRAPHIC
COPY
ON RECORDED

BOOK 5169 PAGE 273

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BK 8208 PG 2161

EXHIBIT "A"

DESCRIPTION FOR
COTTONWOOD HILLS PHASE II

Real Property located in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING at a point which is 415.66 feet North and 288.05 feet West from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 48°12'46" West, 14.91 feet which is the long chord of a curve, concave to the Southwest, (the curve being the boundary--not the long chord--with an arc length of 16.83 feet, more or less) through a central angle of 96°25'32", with a radius of 10.00; thence North 84°42'00" West, 147.34 feet which is the long chord of a curve, concave Northerly, (the curve being the boundary--not the long chord--with an arc length of 148.37 feet, more or less) through a central angle of 23°27'04", with a radius of 361.50; thence South 53°31'06" West, 188.92 feet which is the long chord of a curve, concave to the Southeast, (the curve being the boundary--not the long chord--with an arc length of 219.46 feet, more or less) through a central angle of 107°00'54", with a radius of 117.50; thence South 33°37'17" West, 94.12 feet which is the long chord of a curve, concave to the Northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of 47°13'17", with a radius of 117.50; thence South 74°33'09" West, 162.93 feet which is the long chord of a curve, concave to the Northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of 54°38'26" with radius of 177.50; thence North 19°45'25" West, 225.64 feet which is the long chord of a curve, concave to the Northeast, (the curve being the boundary--not the long chord--with an arc length of 269.97 feet, more or less) through a central angle of 116°44'25", with radius of 132.50; thence North 1°50'41" West, 12.98 feet which is the long chord of a curve, concave Westerly, (the curve being the boundary--not the long chord--with an arc length of 14.12 feet, more or less) through a central angle of 80°54'55", with radius of 10.00; thence North 42°18'08" West, 13.58 feet; thence South 68°50'50" West, 13.06 feet which is the long chord of a curve concave to the Southeast, (the curve being the boundary--not the long chord--with an arc length of 16.82 feet, more or less), through a central angle 137°41'32" with radius of 7.00; thence South 17.83 feet; thence West 158.03 feet; thence North 241.28 feet; thence West 121.37 feet; thence South 447.34 feet; thence East 267.50 feet; thence South 20.0 feet; thence East 370.0 feet; thence North 50.0 feet; thence East 210.0 feet; thence North 181.64 feet; thence East 34.95 feet to the place of BEGINNING.

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CO. RESPONSE

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EXHIBIT 2

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EXHIBIT "A"

BEGINNING AT A POINT WHICH IS SOUTH 89°59'00" WEST ALONG THE NORTH LINE OF WARE SUBDIVISION NO. 5 AND NO. 6 AND LINE EXTENDED 1170.50 FEET AND NORTH 300.75 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 NORTH 300.75 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 144.02 FEET; THENCE NORTH 4°44'50" WEST 349.84 FEET; THENCE NORTH 89°09'05 EAST 155.98 FEET; THENCE SOUTH 89°58'00" EAST 17.01 FEET; THENCE SOUTH 350.94 FEET TO THE POINT OF BEGINNING. CONTAINS 1.274 ACRES.

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EXHIBIT 3

RIGHT-OF-WAY DESCRIPTION FOR ACCESS TO 1300 EAST STREET

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1300 EAST AT A POINT THAT IS NORTH 00°08'55" EAST 449.004 FEET AND NORTH 89°51'50" WEST 53.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING IS THE SAME POINT OF BEGINNING AS COTTONWOOD HILLS CONDOMINIUMS, ENTRY NO. 3371140, RECORDED 11/30.79, BOOK 79-11, PAGE 351; SAID POINT IS ALSO ON A 16.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS NORTH 89°51'05" WEST), THENCE NORTHWESTERLY 25.133 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 89°51'05" WEST 41.00 FEET TO A POINT OF A 145.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS SOUTH 00°08'55" WEST); THENCE SOUTHWESTERLY 67.056 FEET ALONG THE ARC OF SAID CURE TO A POINT OF A 374.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH 26°20'53" WEST); THENCE SOUTHWESTERLY 87.046 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER BEARS SOUTH 13°01'50" EAST); THENCE SOUTHWESTERLY 13.437 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 79°55'40" WEST 25.39 FEET; THENCE WEST 34.95 FEET; THENCE NORTH 43.70 FEET TO A POINT ON A 327.50 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS NORTH 3°12'04" WEST); THENCE NORTHEASTERLY 144.17 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 202.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH 28°25'26" WEST); THENCE NORTHEASTERLY 100.98 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 89°51'05" EAST 21.00 FEET TO A POINT OF A 16.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER BEARS NORTH 0°08'55" EAST); THENCE NORTHEASTERLY 25.133 FEET TO A POINT ON THE WEST BOUNDARY LINE OF 1300 EAST STREET; THENCE SOUTH 0°08'55" WEST 89.50 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 4

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BYLAWS OF COTTONWOOD HILLS WEST

***GOVERNING THE ADMINISTRATION OF
COTTONWOOD HILLS WEST CONDOMINIUMS,
A CONDOMINIUM PROJECT***

INTRODUCTION

These Bylaws are adopted in this instrument separate from the related Declaration containing Covenants, Conditions and Restrictions executed by Cottonwood Construction Inc., a Utah corporation (the "Declarant"), to govern the administration of Cottonwood Hills West Condominiums, a condominium project subject to the Utah Condominium Ownership Act, and are appended to and shall be recorded with the Declaration, as required by Utah Code Annotated, 1953, Section 57-8-15. Where appropriate, the provisions, including definitional provisions, of the Declaration are to be incorporated herein.

ARTICLE I

Management Committee

Section 1. General Responsibility. Subject to the management powers retained by the Declarant which are described in Section 11 of this Article of these Bylaws, the business and property comprising Cottonwood Hills West Condominiums shall be managed by the management committee of Cottonwood Hills Condominiums (the "Management Committee") as it is now comprised or may hereafter be comprised. The Management Committee shall have all powers, duties, and responsibilities as are now or may hereafter be provided by law, the

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Declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these Bylaws as the same may from time to time be altered or amended.

Section 2. Operation and Maintenance. The Management Committee shall be responsible for the control, operation and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the project is established and submitted to the provisions of said Act, these Bylaws, and such community rules and regulations as the Management Committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Management Committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

Section 3. Manager and Management Firm. The Management Committee may engage the services of a resident manager and a property management firm having requisite skills in condominium operation and maintenance, and fix the terms of contracts therewith, and pay reasonable fees or compensation therefor, and may delegate such of the committees duties and functions thereto as the committee deems appropriate from time to time.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the first Wednesday in January of each year commencing with the year when more than half of the units have been sold, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice. If such date falls upon a legal holiday, the

meeting shall be held on the next succeeding business day. A President and Secretary shall be elected on a yearly basis.

At the annual meeting, the unit owners shall elect a single committee member to serve on the Management Committee for a two (2) year term, which term shall commence as of February 1; provided, however, at their discretion, the unit owners may choose not to elect a member of the Management Committee. In such event, the Management Committee shall promptly be notified of that fact. Notwithstanding the election - or not- of a member of the Management committee unit owners shall be allowed to attend Management Committee meetings if they so choose. Only unit owners shall be eligible for election as Management Committee member.

Section 2. Voting. At any meeting of the owners, each owner, including Declarant, shall be entitled to cast one vote for each unit owned. Any owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the owner and delivered to the Secretary. Any designation of an agent to act for an owner may be revoked at any time by written notice to the Secretary, and shall be deemed revoked upon receipt by the Secretary of actual notice of the death or judicially declared incompetence of the unit owner or of the conveyance of such owner's unit. Declarant shall be entitled to vote with respect to any condominium owned by Declarant.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage, then and in that event and until the default is cured, the right of the owner of such condominium to vote shall be subject to the complete control of the mortgagee recording the notice of default.

Section 3. Meetings. The presence at any meeting of owners having a majority of the

total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the provisions of Section 4 hereof. At such second meeting so called the presence of owners holding in excess of thirty percent (30%) of the total votes shall constitute a quorum for the transaction of business; but in the event such a smaller quorum is not present at that meeting, the owners present, through less than a quorum, may give notice to all the owners in accordance with Section 4 of an adjourned meeting. At such third meeting so called whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present and voting, provided that a quorum is present as provided for above.

Section 4. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by at least half of the unit owners or at the request of both the President and Secretary. Said notices shall specify the date, time and place of the meeting, and the matters to be considered.

Section 5. Calls and Notices of Meetings. The calls and notices of all meetings of the unit owners shall conform to the following provisions:

A. Annual Meetings of the Unit Owners. At least five (5) days, inclusive of the date of meeting, before the date of any annual meeting of the unit owners, the Secretary shall cause a written notice setting forth the time and place to be delivered personally or deposited in the

mail, with postage prepaid, addressed to each unit owner at his last post office address.

B. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by both the President and Secretary, or by a majority of all the unit owners, the notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting. Such notice shall advise each unit owners to the time, place and general purpose of the meeting and shall be delivered personally or mailed, postage prepaid, to each unit owner at his last post office address. Whenever all of the unit owners shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of unit owners shall be necessary if waiver of call and notice be signed by all of the unit owners.

Section 6. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the manner of voting, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

Unit Owners shall be entitled to attend any annual or special meeting of the u nit owners of Cottonwood Hills Condominiums and to be heard on issues which, because of the management duties of the Management Committee, are of common interest and concerns.

ARTICLE III

Community Rules and Regulations

The Management Committee shall have the power to adopt and establish by resolution such community rules and regulations as the Committee may deem necessary for the maintenance, operation, management and control of the project, and the Management Committee may, from time to time, by resolution, alter, amend and repeal such rules. When a copy thereof

has been furnished to the owners such rules shall be considered to be a part hereof. Copies of all rules and regulations currently adopted by the Management Committee are attached and incorporated as **Exhibit 1**. Future rules and regulations passed by the Management Committee shall be appended hereto. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

ARTICLE IV

Payment of Expenses

Section 1. Assessments. Each unit owner shall pay the Management Committee his or her pro rata portion of the cash requirements deemed necessary by the committee to manage and operate Cottonwood Hills West Condominiums, upon the terms, at the times, and in the manner herein provided without any deduction on account of any setoff or claim which the owner may have. Such assessment shall be equal to the assessment imposed on unit owners of Cottonwood Hills Condominiums by the Management Committee. A unit owner shall not be allowed to substitute the value of services rendered for the benefit of the condominium project in lieu of payment of assessments for common expenses. If an owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

Section 2. Budget by Committee. The cash requirements above referred to for each year or portion of the year, are hereby defined, and shall be deemed to be such aggregate sum as the

Management Committee from time to time shall determine, in its judgment, is to be paid by all the owners of Cottonwood Hills Condominiums and owners of Cottonwood Hills West Condominiums then in existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or connected with the maintenance and operation of such land and buildings and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting, heating, and pool expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of the Declaration and the Bylaws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to Cottonwood Hills and Cottonwood Hills West Condominiums. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The Management Committee may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in a previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

Such assessments, together with any additional sums accruing under the Declaration and

these Bylaws shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the committee.

Section 4. Committee's Discretion. The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating Cottonwood Hills West Condominiums, and to determine the cash requirements of the Management Committee to be paid as aforesaid by the owners under the Declaration or these Bylaws. However the manner of maintenance and cash requirements selected by the Management Committee shall be consistent and equal to those of Cottonwood Hills Condominiums. Every such reasonable determination by the Committee, within the bounds of the Condominium Ownership Act, the Declaration, the Community Rules and these Bylaws, shall be final and conclusive as to the owners, and any expenditures made by the committee, within the bounds of the Condominium Ownership Act, the Declaration, the Community Rules, and these Bylaws, shall, as against the owner be deemed necessary and properly made for such purpose.

Section 5. Default by Lessee or Sublessee. If the owner shall at any time let or sublet the unit, and shall default for a period of one (1) month in the payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due from such tenant or sub-tenant to the owner up to an amount sufficient to pay all sums due from the owner to the Management Committee, and any payment of such rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or sub-tenant and the owner to the extent of the amount so paid. If the

tenant or sub-tenant shall fail to timely pay such owner's assessments upon demand, the Management Committee may exercise any and all of the powers referred to in Paragraph 20 of the Declaration.

Section 6. No Waiver. The omission of the Management Committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the Declaration and these Bylaws, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

ARTICLE V

Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act, each of said unit's percentage of the undivided interests in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing body and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

Section 2. Insurance. The Management Committee shall secure and maintain the following insurance coverage on the project:

A. Fire and Extended Coverage. The Management Committee shall secure and at all times maintain, in its name as trustee for the owners, a policy or policies of fire and extended coverage insurance on the project in an amount which shall be equal to its maximum insurance replacement value, excluding foundation and excavation costs, or in such greater or lesser sum as the Management Committee may from time to time determine to be necessary, proper and adequate. As between unit owners, participation in any proceeds realized by the committee from said insurance policy or policies will be on the basis of any damage sustained. In the event such unit owners cannot agree on the amount of damage sustained by each, the decision of the committee respecting the appraisal of such damage shall be conclusive. Each unit owner shall be responsible for securing and maintaining insurance coverage on the interior of his unit and furniture, appliances, and all personal property which he may have in or on his particular unit.

B. Public Liability Coverage. The Management Committee shall secure and at all times maintain, a policy of comprehensive general liability insurance for bodily injury in the amount of \$300,000.00. Said minimum coverage limit may be increased by the Management Committee from time to time as it may deem to be in the interest of its members. It is intended that the insurance policies herein provided for will include coverage for any act or omission of the committee, its officers, agents and employees, or of the occupants of any office unit in the project respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of the project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any unit owner or occupant, or their employees, respecting the acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the project or of any

of said units.

ARTICLE VI

Right of Entry

Section 1. By the Committee. The Management Committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the owner or occupant thereof is present at the time or not. The Management Committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon all the common areas and facilities of the project.

Section 2. By Unit Owners. All unit owners and their duly authorized agents and representatives shall have the right to enter any of said units contained within the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs shall be necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

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EXHIBIT 1

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RECEIVED DEC 22 1992

* DO NOT DESTROY -- LEAVE IN UNIT AT ALL TIMES *

5367441

COTTONWOOD HILLS CONDOMINIUMS

GENERAL RULES
Revised July 22, 1992

This set of rules is established as a basis for a successful community and an enjoyable lifestyle. Condominium living is different than living in a "typical neighborhood." Here in Cottonwood Hills "common areas and facilities" are shared by the residents and, because of this sharing, community rules are not only worthwhile, they are a necessity.

These rules have been established under the authority of the Cottonwood Hills declaration and by-laws to assure the maximum use of the facilities for the benefit of the community as a whole. Exceptions will only be allowed in keeping with that spirit.

The first recourse of action should be to talk to the offender on a personal basis and try to settle the problem. If the problem still exists, then fill out a complaint form and deposit at the condominium office.

A. UNIT OWNERS RESPONSIBILITIES

NOISE 1

Noise can be more disturbing to people than almost anything else. Therefore, residents are requested to please locate sound equipment on outside, rather than common walls, and to please use "good judgment" when playing record players, tape recorder, radios, running cars, etc. or entertaining both outside and inside the home. Adults and children should restrict noise in the common areas after 10:00 p.m.

DAMAGE 2

Each homeowner is personally responsible for any damage made by him/her or his/her family, tenants, guests or pets to the common area.

8400 5367441
05 NOVEMBER 92 03:24 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT SYSTEMS
C/O COTTONWOOD HILLS H O A
3480 S HIGHLAND DR SLC, 84106
REC BY: REBECCA GRAY, DEPUTY

5367441-2092

STORAGE ITEMS AND LAWN FURNITURE 3

The greens, walk ways in front of the units, the entrance ways to the units, and all common areas shall not be obstructed or used for any other purpose than ingress to and egress from the units. They are not play areas for children. No bicycles, scooters, big wheels, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas. Please do not hang articles from the exterior of your unit or over the rails. Management assumes no liability for loss or damage to articles stored or placed in the patios, storage sheds or carports. You are welcome to use the patio area of your unit for any reasonable purpose, but please refrain from making it a storage area. Furnace rooms shall not be used for storage of anything.

SAFETY 4

No owner or member of the family or guest of any owner shall be allowed upon the roofs of the units, covered walk ways, carport/garages, storage sheds, or clubhouse or any of the walls or fences.

Residents and guests will observe a 10 m.p.h. speed limit.

TRASH 5

Everyone likes to live in a clean environment. All residents are requested to please be careful to pick up after they use any common areas in the community. In addition, please don't sweep or throw anything out from inside the house or porches.

There are several large bins placed at the most convenient locations for most residents to dispose of trash from individual units. Please place all trash in the bins and do not store trash of any kind outside your unit.

SPECIAL PLANTING 6

The upkeep and appearance of the landscaping at Cottonwood Hills is a major expense and therefore, if you wish to plant any flowers, trees or shrubs or special plants around your unit, you must first obtain permission from the management committee. Remember, a condominium project is usually most attractive if uniformly landscaped.

VISIBLE ADDITIONS TO THE HOMES 7

Part of the financial appreciation of condominium communities is due to rigid standards of uniformity. These standards forbid any exterior additions that were not part of the original design of the homes. This includes shades, reflective window coatings, "For Sale" signs, awnings, window guards, aerals, name plates, special painting, etc. In short, residents are requested not to alter the appearance of any home or surrounding area. If you ever decide to resell your home, you'll appreciate this rule. Any exceptions to this rule must be approved in writing by the management committee. Storm doors will be allowed in white or aluminum only.

PLUMBING 8

Because the homes are sharing common plumbing lines, caution should be exercised in, and liability accepted, for items flushed down the drains. Each homeowner is personally liable for any damage done by water from broken pipes that freeze and burst due to inadequate heat inside any unit, whether occupied or vacant. Unit owners are responsible for maintaining adequate heat in vacant units during winter months. All water hoses must be disconnected in the fall and throughout the winter to prevent water pipes from freezing and breaking. Any person violating this rule will be liable for any damages.

FIRE SAFETY 9

No owner shall use or permit to be brought into the units any flammable oils or fluids such as gasoline, kerosene, naptha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property. No unit owner or tenant shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation.

EASEMENT 10

The agents of management, and any contractor or workman authorized by management, may enter any unit, patio or carport/garage at any reasonable hour of the day for the purpose permitted under the terms of the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, BY-LAWS OR MANAGEMENT AGREEMENT. Except in case of emergency, entry will be made by pre-arrangement with the owner.

-POOR COPY
CO. RECORDED

PAYMENT OF COMMON AREA FEES 11

Prior to January 1st of each year, the management committee will notify each unit owner of his/her prorated share of common area expenses for the coming year. The assessment may be paid in monthly installments of one-twelfth of the yearly assessment as long as each monthly installment is paid prior to the tenth of each month. A ten dollar (\$10.00) late fee will be assessed on any common area fee that is more than 10 days late. All accounts that become 60 days delinquent will be turned over to the Association attorney for collection of the total yearly assessment, with court costs and attorney's fees charged to the delinquent unit owner. In addition, use of the amenities may be lost.

COMMUNITY RULES 12

- A. All complaints of any rules infractions must be made in writing to the management committee or property manager.
- B. Any consent or approval given under these rules by management shall be revocable at any time.
- C. These rules may be added to or repealed at any time by the management committee.

BALCONY USE 13

The balconies of each unit are meant for family use. Chairs, tables and barbecues are permitted. Since there is no storage facilities for bicycles, they may be kept on the balconies too. Firewood in stacks no higher than two feet (but no longer than three times the length of each piece) may also be stored.

Families should use their good judgment in not using their balcony as a mass storage area and attempt to maintain an appearance conforming to the norm of their neighbors.

Balconies shall not be used as a pet airing or containment area.

RIGHT TO USE COMMON AREAS AND AMENITIES

The management committee reserves the right to restrict the use of the common areas and amenities to only those unit owners, their tenants and invited guests, who are current in payment of common area fees, and are in compliance with the by-laws and rules established for the management of cottonwood Hills. The management committee will post a list of unit owners who are not allowed to use the common areas and amenities due to nonpayment of fees or noncompliance of rules.

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CO. RECORDER

COTTONWOOD HILLS CONDOMINIUMS
DOG, CAT AND HOUSEHOLD PET RULES
Revised July 22, 1992

Effective August 1, 1992, no new pets are permitted at Cottonwood Hills. Individuals who have pets must follow these rules regarding animals. Owners must enforce this with their tenants.

1. All residents who own pets prior to August 1, 1992, must register their pets with the property manager to receive proper pet permits.
2. All pets are to be on a leash or in a cage when outside of the units.
3. Each pet owner, at all times, will pick up droppings of his/her pets immediately and dispose of them inside his/her own unit or in dumpsters.
4. Pet owners will not permit pets to bark or make other noises that will disturb other residents.
5. Pets are not to be tied to porches, trees, shrubs, or fenced in on the patios. No dog houses will be allowed on patios, either on a temporary or permanent basis.
6. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. The owner of the pet shall indemnify the management board and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in the project.

In addition, to insure compliance with all pet rules, the following procedure will apply in handling pet offenses. All complaints must be in writing and signed by the complainant(s) to be legally enforced. The management committee will then act upon all written complaints when received by the manager, in the following manner:

First Offense: A written notice will be delivered to the pet owner in violation. The unit owner will be advised of the offense.

Second Offense: A \$25.00 service charge will be assessed to the owner of the unit.

Third Offense: A \$100.00 service charge will be assessed to the owner of the unit. The pet owner will be required to permanently remove the pet from the community.

BOOK 0550 PAGE 2025

Any owner or renter who brings pets into Cottonwood Hills after August 1, 1992 is in violation of the Cottonwood Hills' general rules and must remove the pet from Cottonwood Hills.

When management time is involved in the removal of unauthorized pets, the unit owner shall be assessed:

1. A \$100.00 fee for the preparation of the first demand letter from the management committee.
2. A \$200.00 fee for the preparation of a demand letter from the Cottonwood Hills Association attorney.
3. A minimum charge of \$1000.00 in attorney's fees and court costs should a lawsuit be commenced to enjoin the unauthorized use of the premises.

NOTE: Pet Owners may appeal any complaint or service charge by submitting in writing a request for a hearing on the matter to the property manager within five (5) days of the receipt of a complaint or service charge, or personally contacting the property manager.

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PARKING RULES VIOLATION PROCEDURE:

The following procedure and guidelines will apply to the management committee and property manager in the enforcement of the parking rules at Cottonwood Hills Condominiums.

Before towing any vehicle for any reason other than an emergency, the following will occur:

First Offense: A written notice will be posted on the vehicle by management.

Second Offense: The vehicle may be towed at the owner's expense.

In addition, a service charge for the management's time may be assessed using the following manner:

First Offense: a written warning will be delivered.

Second Offense: a \$25.00 service charge will be assessed to the resident AND the owner of the unit.

Third Offense: a \$100.00 service charge will be assessed to the resident AND the owner of the unit.

In addition, a late fee of \$10.00 per month will be assessed on all unpaid fines.

You may appeal any complaint or service charge involving a parking violation, by submitting in writing a request for a hearing to the property manager within 5 days of receiving a complaint or written notice.

NOTE: Any vehicle blocking a legally parked car, pickup or van may be towed with NO prior warning at the insistence of the owner of the blocked car (at the expense of the owner whose vehicle is blocking the legally parked car).

COTTONWOOD HILLS CONDOMINIUMS

SOCIAL CENTER RULES
Revised July 22, 1992

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The Social Center upper level is available for use by residents and their invited guests only, and is only available on a reservation basis. In reserving and using the Social Center upper level, the following rules apply:

1. The Social Center may be reserved by adults only.
2. Reservations may be made at the manager's office. All reservations must be confirmed by the manager, in writing, three days prior to the date that you desire to use the Social Center.
3. A deposit of \$250.00 and a rental fee of \$25.00 must be paid to the property manager at the time the reservation is made. The deposit of \$250.00 will be refunded if all cleanup is completed and there are no damages.
4. Trash cans must be emptied, counters and sinks cleaned, and carpets vacuumed.
5. Any damage to the building or its contents will be assessed to the resident who had the reservation.
6. All functions must end, and any cleanup completed by 1:00 A.M. No exceptions. (Parties should end in time to have all cleanup completed by 1:00 A.M.)
7. The resident is responsible for the conduct of any guests and held personally liable for any damages caused by any guest.
8. If management or the County Sheriff must be called in because of your function or your guests, the deposit will not be refunded.
9. If all rules are complied with, and the Social Center is left in a clean and satisfactory condition, the deposit will be refunded within three days.

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BOOK 8550 PAGE 2030

COTTONWOOD HILLS CONDOMINIUMS

**SWIMMING POOL RULES
Revised July 22, 1992**

HOURS 1

Pool hours will be:

Monday thru Friday -

10:00 A.M. until 8:30 P.M. - Open Plunge

8:30 P.M. until 10:00 P.M. - Adult (>17 yrs)

Saturday and Sunday -

10:00 A.M. until 10:00 P.M. - Open Plunge

GUESTS 2

The number of guests of any owner at one time will not exceed four (4).

FOOD AND BEVERAGES 3

Food and drink will be permitted only in designated areas around the pool and the clubhouse. These areas are: the upper clubhouse area, finished cement area south and west of clubhouse - not including pool deck area of the pool. Absolutely no food or drink allowed in pool. No glass allowed in pool area or tennis courts.

NO LIFEGUARD ON DUTY 4

It is important to realize that the swimming pool does not have lifeguards. Swimming is at your own risk.

CHILDREN 5

Swimmers under 18 years of age must be accompanied by an adult resident at all times. Please remember, there is no lifeguard on duty. No children in diapers will be allowed in the pool. Unaccompanied children will be asked to leave the pool area.

SHOWERING 6

Please remember! Always shower before entering the swimming pool.

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ATTIRE 7

Swimming pool filtering systems are complex and expensive to maintain and repair. Cut-offs tend to unravel and clog the filter system, so swimming attire should conform to conventional swim suits. No thong type suits may be worn in or around the pool area. No nudity will be permitted in pool or hot tub areas.

CONDUCT 8

Everyone likes to have a good time, but please, do NOT run or roughhouse in the pool area. Do NOT spout or spit water.

SAFETY EQUIPMENT 9

The pool is equipped with a life ring and a safety "hook". These are important pieces of safety equipment and should never be used except in an emergency.

GLASS 10

No breakables of any kind will be permitted in pool or tennis court areas.

PETS 11

Pets are not allowed in the pool area, clubhouse or tennis court areas. They may not be tied or allowed to linger unattended outside of the pool area.

NOISE 12

Radios and stereos may be played in the pool area but only when used with earphones. Remember, other people may not want to listen to your programs.

Finally, please do not use the pool if you have a skin disease or sore, inflamed eyes, a cough, cold or any infectious illness.

These rules can be enforced by the management, pool monitor, management committee members or any unit owner.

BK8208PG2191
BOOK 6550 PART 2032

COTTONWOOD HILLS CONDOMINIUMS

JACUZZI RULES

Revised July 22, 1992

In order to enjoy using the jacuzzi on a regular basis, your cooperation in following these rules is appreciated.

1. You must shower before entering the jacuzzi.
2. No soaps or oils should be used when using the jacuzzi.
3. Hours will be from 10:00 A.M. to 10:00 P.M., hours may be adjusted seasonally and will be posted on the door of the jacuzzi room.
4. Use of the jacuzzi is restricted to residents and their guests, 18 years of age and older.
5. Parents must accompany their children under the age of 18 at all times. No children under 14 allowed anytime.
6. Individual homeowners shall be held responsible for renters and guests. There is a limit of four (4) guests.
7. No food or drink of any kind permitted in the jacuzzi room.
8. Regulation swim suits must be worn -- no cut-offs or thong type suits.
9. No nudity permitted in the hot tub or pool area.
10. The jacuzzi will be locked at 10:00 P.M. No exceptions.
11. Radios and stereos, etc., are not to be used in the Jacuzzi room.

Violation of any of these rules will result in not being able to use the amenities for a specified period of time.

There is a thermal pad placed on top of the water to minimize heat loss and to keep humidity levels low when the jacuzzi is not in use. Please replace the thermal blanket after using the jacuzzi.

NOTE: Alcohol and jacuzzi's don't mix. It is very dangerous to use the jacuzzi after consuming alcoholic beverages. Persons who choose to use the jacuzzi after consuming alcoholic beverages do so at their own risk. We also recommend that you limit your time in the hot tub to 15 minute periods for your own safety.

COTTONWOOD HILL CONDOMINIUMS

TENNIS COURT RULES
Revised July 22, 1992

1. Tennis shoes ONLY must be worn on the court. No black-soled, jogging shoes or other foot wear are permitted.
2. No food, alcoholic beverages, or soda pop, etc. are allowed.
3. No bicycles, skates, roller-blades or skateboards on the court.
4. Children under the age of 14 must be accompanied by an adult, unless otherwise granted permission by the manager.
5. Playing time limited to one (1) hour when others are waiting to play.
6. Lounge chairs are not permitted on the court.
7. Please keep the court clean. The surface will last longer.
8. Lights will be turned out at 10:00 P.M. No exceptions.
9. Tennis courts cannot be used for commercial gain.
10. Be courteous and have fun!

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-BOOK 6550 PAGE 2034

The foregoing Rules and Regulations have been duly adopted by the Management Committee and these rules are declared by said Management Committee to be placed in operation the 30th day of October, 1992.

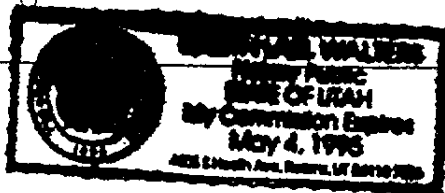
Keith Sharp - Chairman
Keith Sharp, Chairman

~~Kenneth Gibb~~
~~Kenneth Gibb, Vice-Chairman~~

Karen Webb - Secretary
Karen Webb, Secretary

Subscribed and sworn to before me this 30th day of October, 1992.

Karyn Paul Walters



-FOUR COPY-
CO. RECORDED

-BOOK 6559 PAGE 2035-
BK 8208 PG 2194

VTDI 22-32-276-010-0000	DIST 35D	TOTAL ACRES	1.27
COTTONWOOD CONSTRUCTION, INC	PRINT P UPDATE	REAL ESTATE	276600
	LEGAL	BUILDINGS	0
	TAX CLASS	MOTOR VEHIC	0
2624 E 6200 S	EDIT 1 FACTOR BYPASS	TOTAL VALUE	276600
SALT LAKE CITY UT	84121231624		
LOC: 8220 S 1300 E # SEG	EDIT 0 BOOK 8123	PAGE 2664	DATE 10/14/1998
SUB:		TYPE UNKN	PLAT

12/21/1998 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG S 89-59' W 1170.5 FT & N 300.75 FT FR E 1/4 COR SEC 32,
 T 2S, R 1E, SLM; W 144.02 FT; N 4-44'50" W 349.84 FT; N 89-
 09'05" E 155.98 FT; S 89-58' E 17.01 FT; S 350.94 FT TO BEG.
 1.274 AC M OR L.
 6688-0012 8116-0106
 8116-0108

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

Unit 1 1.87590

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