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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR JORDAN VIEW**

Jordan Landing, L.L.C.

Declarant

SR8171931202

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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR JORDAN VIEW**

**THIS DECLARATION** is made this 20<sup>th</sup> day of November, 1998, by JORDAN LANDING, L.L.C., a Delaware limited liability company ("Declarant").

**OBJECTIVES**

A. Declarant owns or controls approximately 405 acres within the City of West Jordan, Salt Lake County, Utah. Declarant proposes to develop portions of this property as a planned development to be known as "Jordan Landing."

B. Declarant hopes to create in Jordan Landing a carefully planned community which will provide an attractive place to live and work.

C. Declarant intends to develop approximately 49.24 acres of Jordan Landing as a multi-family, residential neighborhood ("Jordan View") more particularly described in Section 2.1 below.

D. The purpose of this Declaration is to provide for standards of use and ownership throughout Jordan View.

E. Purchasers of property within Jordan View hereby consent to abide by the terms and provisions of the Development Agreement for Jordan Landing (which includes Jordan View) approved by the City of West Jordan, as applicable, as the same may subsequently be amended. By adoption of such Development Agreement and this Declaration, Declarant is not committing itself to take any action for which definite provision is not made below. One who acquires property in Jordan View will have the advantage of any further development of Jordan View, but shall not have any legal right to insist that there be development except as provided in this instrument or in the instruments which hereafter may be recorded annexing areas to Jordan View and voluntarily subjecting areas to this Declaration.

F. Upon the filing of this Declaration, Declarant shall convey the Phase I Development described in Section 2.2 of this Declaration to Jordan View, L.C., a Utah limited liability company (the "Phase I Developer"), which shall be subject in all respects to this Declaration. If any of the additional areas contained in Jordan View and generally described in Exhibit "A" also are developed, they will be developed in accordance with the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the property described in Section 2.1 below shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

## ARTICLE 1

### DEFINITIONS

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

1.1 "Additional Property" means any land, whether or not owned by Declarant, which is made subject to this Declaration as provided in Section 2.3 below.

1.2 "Building" means any kind of multi-family residential building or other structure related thereto built, constructed, existing, planned or in the process of being built or constructed on the Property.

1.3 "Declarant" means Jordan Landing, L.L.C., a Delaware limited liability company, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the proposed project site, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

1.4 "Development Agreement" means that certain Development Agreement dated as of February 24, 1998, between Declarant and the City of West Jordan and recorded by the City of West Jordan in the Office of the County Recorder of Salt Lake County, Utah, as the same may hereafter be amended.

1.5 "Improvement" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter, landscaping or other product of construction efforts on or in respect to the Property.

1.6 "Living Unit" means a building or a portion of a building located upon a Parcel within the Property and designated for separate residential occupancy, including an apartment or dwelling unit within a multiple occupancy building and a condominium unit.

1.7 "Mortgage" means a mortgage or a trust deed; "mortgagee" means a mortgagee or a beneficiary of a trust deed; and "mortgagor" means a mortgagor or a grantor of a trust deed.

1.8 "Owner" means the person or persons, including Declarant or the Phase 1 Developer, owning any Parcel, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Parcel. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Parcel and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.9 "Parcel" means any parcel of the Property designated for multi-family residential or other uses.

1.10 "Phase 1 Developer" means Jordan View, L.C., a Utah limited liability company.

1.11 "Phase 1 Development" means the real property referred to in Section 2.2 below.

1.12 "Public Areas" means areas dedicated to the public or areas established for public use by legal description in this Declaration or in any declaration annexing such property to Jordan Landing.

1.13 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.14 "The Property" means Jordan View.

1.15 "This Declaration" means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof, including the provisions of any supplemental declaration annexing property to Jordan View.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 Jordan View. Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto and incorporated herein is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. All of the land within Jordan View shall be classified as multi-family residential parcels, Public Areas or common areas.

2.2 Phase 1 Development. Declarant hereby declares that all of the real property constituting the Phase 1 Development described in Exhibit "B" attached hereto and incorporated herein is owned and shall be owned, conveyed, hypothecated, encumbered,

used, occupied and improved subject to this Declaration. All of the land within the Phase 1 Development shall be classified as multi-family residential parcels or Public Areas, which shall be the streets and public alleyways shown on any plat of the Phase 1 Development subsequently adopted by the City of West Jordan and recorded after the date of this Declaration. The Phase 1 Development will contain not more than 288 Living Units. There are no common areas within the Phase 1 Development.

2.3 **Annexation of Additional Property.** Declarant may from time to time and in its sole discretion annex to Jordan View as Additional Property any real property now or hereafter acquired by it. The annexation of such Additional Property shall be accomplished as follows:

(a) Declarant shall record a Supplemental Declaration (the "Supplemental Declaration") which shall be executed by Declarant and shall, among other things, describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such Additional Property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

(b) The Additional Property included in any such Supplemental Declaration shall thereby become a part of Jordan View and subject to this Declaration.

(c) Notwithstanding any provision apparently to the contrary, a Supplemental Declaration with respect to any Additional Property may:

(i) establish such limitations, uses, restrictions, covenants and conditions with respect to such Additional Property as Declarant may deem to be appropriate for the development of the Additional Property; and

(ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of such Additional Property.

(d) There is no limitation on the number of Parcels or Living Units which Declarant may create or annex to Jordan View, except as may be established by applicable ordinances of the City of West Jordan. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by the City of West Jordan.

(e) Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant's right to add additional Improvements.

2.4 **Withdrawal of Property.** Declarant may withdraw property from Jordan View only by a duly adopted amendment to this Declaration evidencing the consent of the owner of such property. Such withdrawal shall be by a Supplemental Declaration executed by Declarant and recorded in the Office of the County Recorder of Salt Lake County, Utah.

### ARTICLE 3

#### **PROPERTY RIGHTS IN PARCELS**

3.1 **Use and Occupancy.** The Owner of a Parcel in the Property shall be entitled to the exclusive use and benefit of such Parcel, except as otherwise expressly provided in this Declaration, but the Parcel shall be bound by and the Owner shall comply with the restrictions contained in Article 4 below, and all other provisions of this Declaration and the provisions of any supplement to this Declaration.

3.2 **Easements Reserved.** In addition to any utility and drainage easements shown on any recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant:

(a) **Right of Entry.** Declarant and any authorized representative or agent of Declarant may at any reasonable time, and from time to time at reasonable intervals, enter upon any Parcel for the purpose of determining whether or not the use and/or improvements of such Parcel are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Parcel.

(b) **Utility Easements Within Setbacks.** A perpetual easement within twenty (20) feet of any property lines adjacent to any Public Areas, including any public road rights of way, on any Parcels with such property lines for the purposes of (i) underground installation and maintenance of power, gas, electric, water, sewers and other utility and communication lines and services installed by or at the request of Declarant, and (ii) snow storage. Within the easements, the Owner of any Parcel will not permit any Building or similar structure to be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities (excluding any fences), or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements unless specifically permitted in writing by Declarant. The easement area of each Parcel and all improvements in it shall be maintained continuously by the Owner of the Parcel at the Owner's cost, except for (i) the maintenance and cost of those improvements for which a public authority or utility company is responsible which shall be the responsibility of such entity, and (ii) the cost of restoring the easement area, including landscaping, after construction or maintenance of the improvements located thereon which shall be borne by the party undertaking such construction or maintenance. Declarant may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and Declarant may grant free access thereon to police, fire and



other public officials and to employees of utility companies and communications companies serving the Property.

(c) Utility Easements for Phases 2 and 3. A perpetual easement for the use and benefit of Declarant and any owner and developer of phase 2 ("Phase 2") and/or phase 3 ("Phase 3") of Jordan View (described in Exhibit "C" attached hereto and incorporated herein) to connect to, share and use without cost the physical improvements for the utilities installed by the Phase 1 Developer as follows:

(1) The Phase 1 on-site potable water lines and water system that shall have been designed and constructed to accept connections by pre-installed tees, pipe and water lines extended from Phase 2 and Phase 3 to perpetually accommodate and allow (i) water flow to and from Phase 2 and Phase 3, (ii) the looping of the water lines, and (iii) other reasonable uses, including but not limited to maintaining sufficient water flow and pressure for fire prevention purposes.

(2) The Phase 1 on-site sanitary sewer system that shall have been designed and constructed to run sewer lines to the boundaries between Phase 1 and Phase 2 and Phase 3 and then accept connections from the sewer lines extended from Phase 2 and Phase 3 to perpetually accommodate and allow (i) sewer flows from Phase 2 and Phase 3 during peak and non-peak hours, by grade and flow, and (ii) other reasonable uses.

(3) The Phase 1 storm drain lines and sewer system which shall have been designed and constructed to perpetually accept, accommodate and allow (i) storm drainage effluent and flow from Phase 2 to be discharged with the Phase 1 storm drainage effluent and flow into that certain storm water and irrigation canal located on the east boundary of Phase 1, and (ii) other reasonable uses.

Any increase in maintenance costs attributable to the shared use of the physical improvements for the utilities constructed and described herein shall be equally divided between the Phase 1 Developer and the purchasers from Declarant of Phase 2 and Phase 3.

(d) Emergency Access. A reciprocal, perpetual easement for emergency access and egress between Phase 1 and Phase 3 for the benefit of Declarant, the Phase 1 Developer and any owner or developer of Phase 3 (but the costs of improvements related to the same shall be solely borne by the Phase 1 Developer).

#### ARTICLE 4

#### COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Maintenance and Landscaping of Perimeter Fences. Each Owner of a Parcel bordered by or immediately adjacent to Fence #1, Fence #2, Fence #3, Fence #4 or Fence #5 which fences are depicted and described in Exhibit "D" attached hereto and

incorporated herein (collectively, the "Perimeter Fences"), shall be responsible for maintaining those portions of such Perimeter Fences that border or are immediately adjacent to the Owner's individual Parcel. In addition, each Owner of a Parcel bordered by or immediately adjacent to Fence #1 or Fence #3 shall be responsible for landscaping and maintaining the landscape on that certain area between the Perimeter Fence and the sidewalk adjoining the Owner's Parcel in a manner consistent with the landscaping and maintenance of that certain area between the curb and sidewalk next to the Owner's Parcel. Further, the Phase 1 Developer shall be reimbursed for one-half (1/2) of the costs of its construction (without interest) of Fence #2 and Fence #4 by the purchaser or purchasers from Declarant of Phase 2 and Phase 3 at the closing of the acquisitions of such Phases (the record of such construction costs shall have been kept, held, and stored by the Phase 1 Developer to be used for this purpose).

4.2 **Building Setbacks from Roads.** All of the Buildings, excluding improvements located below ground and unseen above ground, steps, sidewalks, driveways, curbing and landscaping, shall have the following setbacks. Buildings located on or adjacent to Jordan Landing Boulevard shall be set back at least 30.0 feet from Jordan Landing Boulevard and "C" Street as measured from its property line. In addition to the setbacks set forth herein, any Building having more than one story shall be set back an additional 20.0 feet for each additional story from all property lines not adjoining public streets. Further, all multi-family residential buildings shall be setback at least 20.0 feet from the southern boundary of the Property and from the northern boundary of the Phase 1 Development.

4.3 **Monuments.** The Phase 1 Developer shall construct, at its sole expense and subject to applicable city ordinances monument style entries at primary points of entry to the Phase 1 Development. All monument entry signs constructed by the Phase 1 Developer shall be subject to the written approval of Seller regarding material, color, size and wording. All monument signs shall contain the Jordan Landing logo and lettering. It shall be the obligation of the Phase 1 Developer and its successors and assigns to maintain such monuments and monument entry signs in good condition after they have been constructed.

4.4 **Outside Storage and Equipment.** No articles, goods, materials, machinery or equipment, vehicles, trash, animals or similar items shall be stored or kept in the open, or exposed to view from Jordan Landing Boulevard, "B" Street, "C" Street or other development phases of Jordan View and other Jordan Landing projects except for (i) outdoor furniture and barbecue units in use and kept on balconies or porch areas, (ii) vehicles in use by the immediate family of the Owner, the tenant (the "Tenant") of the Owner, or the Owner's or Tenant's guests parked in permitted areas, and (iii) materials, equipment and supplies needed for the construction of improvements on a site that are temporarily stored on such site, provided said items are completely removed immediately upon completion of each phase of construction. On-site storage areas must be enclosed and screened from view and the wind. Landscaping around trash enclosures is required.

4.5 **Outdoor and Site Lighting.** Outdoor and site lighting of the buildings, parking areas, stairs, walkways and trails only is permitted and such lighting shall be directed downward. No spillover light may trespass onto neighboring development phases of Jordan View or other projects of Jordan Landing. Lights shall be designed and placed to minimize glare.

4.6 **Utility Lines.** All permanent utility lines shall be underground. All utility appurtenances within a site, including telephone pedestals, utility meters, transformers and the like shall be screened from view from streets, sidewalks, and adjacent sites (subject to limits imposed by utility company regulations). Care should be taken to avoid conflict with pedestrian walks, driveway vision, etc. Where possible, utilities shall be located in a common utility corridor. No cesspools, septic tank, sewage or hazardous waste disposal facility shall be erected or maintained upon the Property.

4.7 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done or placed on the Property which interferes with or jeopardizes the enjoyment of the Property or any other property located in Jordan Landing, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed, subject to the terms of any specific governmental approvals, agreements or other governmental actions.

4.8 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Parcel, other than a reasonable number of household pets in Living Units which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance.

4.9 **Maintenance of Structures and Grounds.** Each Owner shall maintain the Owner's Parcel and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights and fences on alleys and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Owner's Parcel neatly trimmed, property cultivated and free of trash, weeds and other unsightly material. All unimproved Parcels shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.10 **Vehicles.** No Owner shall permit any vehicle which is not operational, damaged by accident or neglect or otherwise in a state of disrepair to be abandoned or to

remain parked on the Owner's Parcel unless screened from view, or on any street for a period in excess of forty-eight (48) hours.

4.11 **Signs.** Except as provided herein and excluding the monument signs described in Section 4.3, no signs shall be erected or maintained on any Parcel that are visible outside the boundaries of Jordan View.

4.12 **Rubbish and Trash.** No part of the Property shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto Parcels, streets, Public Areas or common areas, if any.

4.13 **Completion of Construction.** Once construction has begun, the construction of any building on any Parcel shall be finished as promptly as reasonably possible. The building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility of sufficient size on the site during such period. The Owner of any Parcel under construction shall act at its sole cost and expense to ensure that all dust, particulates, mud and other undesirable byproducts of construction shall be thoroughly controlled, mitigated and removed from the Parcel under construction and any adjoining parking areas and roads pursuant to any and all applicable government regulations and in keeping with the wholesome, clean and nuisance-free environment sought to be created by this Declaration.

4.14 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, excluding trailers or sanitary facilities used during construction, shall be used on any Parcel at any time as a residence either temporarily or permanently.

4.15 **Service Facilities.** Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

4.16 **Pest Control.** No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin.

4.17 **Grades, Slopes and Drainage.** Each Owner of a Parcel shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Parcel without the express written permission of Declarant (not to be unreasonably withheld) and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established

slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

4.18 Partial Reimbursement for the Costs of Construction of "C" Street. In the event that the Phase 1 Developer does not acquire Phase 2 and/or Phase 3, the Phase 1 Developer shall be reimbursed for the one-half (1/2) costs of construction (without interest) of those portions of "C" Street abutting Phase 2 and Phase 3, as applicable, paid by the Phase 1 Developer in the following manner. Any purchaser of Phase 2 or Phase 3 from Declarant other than the Phase 1 Developer shall at the closing of Phase 2 or Phase 3, as the case may be, pay to the Phase 1 Developer the one-half (1/2) costs of construction (without interest) of that portion of "C" Street abutting Phase 2 or Phase 3 paid by the Phase 1 Developer, the record of which costs shall have been kept, held, and stored by each of Declarant and the Phase 1 Developer to be used for this purpose.

4.19 Application to Additional Property. The provisions of Sections 4.1 through 4.19 shall not apply to annexed Parcels if any Supplemental Declaration annexing the Parcels so specifies. The Supplemental Declaration annexing such Additional Property to this Declaration may establish restrictions governing the use and conduct of such Parcels different than or in addition to the restrictions set forth herein.

## ARTICLE 5

### MISCELLANEOUS PROVISIONS

5.1 Amendment and Repeal. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of the Owners of not less than seventy-five percent (75%) of the acreage of the Property, together with the written consent of Declarant. Any such amendment or repeal shall become effective only upon recordation in the Office of the County Recorder of Salt Lake County, Utah, of a certificate of Declarant setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Parcel or any uses to which any Parcel is restricted unless the Owners of the affected Parcels unanimously consent to the amendment. To the extent any amendment relates to the preservation or maintenance of private utility lines, or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by the Zoning Administrator of City of West Jordan.

5.2 Regulatory Amendments. Notwithstanding the provisions of Section 5.1 above, Declarant shall have the right to amend this Declaration in order to comply with the requirements of any applicable statute, ordinance or regulation or of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National

Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Utah, or any corporation wholly owned, directly or indirectly, by the United States or the State of Utah which insures, guarantees or provides financing for a planned community or lots in a planned community.

5.3 **Duration.** This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the acreage of the Property. Any such termination shall become effective only if (a) a certificate of Declarant, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Office of the County Recorder of Salt Lake County, Utah, not less than six (6) months prior to the intended termination date, and (b) prior to the intended termination date, such termination has been approved in writing by the Zoning Administrator of City of West Jordan a copy of which also shall have been recorded in the Office of the County Recorder of Salt Lake County, Utah. Such termination shall not have the effect of denying any Owner access to his Parcel unless such Owner and any mortgagee of such Parcel have consented in writing to the termination and shall not terminate any of the easements or rights-of-way created, agreed to or granted herein.

5.4 **Treatment of Violations.** In the event any Owner shall violate any provision of this Declaration, then (i) any other Owner not in violation of this Declaration, (ii) the owner of that certain commercial development in Jordan Landing located next to Jordan View (the description of which is attached hereto as Exhibit "E" and the present owner of which is Declarant), (iii) any owner of a commercial parcel located on "C" Street in Jordan Landing which fronts upon Jordan View and (iv) any homeowners' association for single-family residential lots in Jordan Landing, may bring suit or action against such violating Owner to enforce this Declaration. The prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

5.5 **Assignment and Delegation.** Declarant may at any time assign and delegate to any person, agent, entity or committee its rights, duties and powers set forth herein and the Owners shall be bound by the determinations of and subject to such delegate or assignee

to the same extent as they were so bound by Declarant. To be effective, such written assignment and delegation shall be executed by each of Declarant and its assignee and recorded in the Office of the County Recorder of Salt Lake County.

5.6 **Joint Owners.** In any case in which two or more persons share the ownership of any Parcel, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

5.7 **Lessees and Other Invitees.** Lessees, employees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Parcel and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

5.8 **Nonwaiver.** Failure by Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.9 **Construction; Severability; Number; Captions.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

5.10 **Notices and Other Documents.** Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant: Jordan Landing, L.L.C., c/o Russell W. Grosse Development Co., Inc., 5850 Avenida Encinas, Suite A, Carlsbad, California 92008; if to an Owner, at the address given

at the time of the Owner's purchase of a Parcel, or at the Parcel. The address of a party may be changed at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date set forth above.

JORDAN LANDING, L.L.C., a Delaware limited liability company

By *Gary W. Harrison*  
Gary W. Harrison, President

STATE OF *Utah* )

COUNTY OF *Salt Lake* )  
:ss.

The foregoing instrument was acknowledged before me this *20<sup>th</sup>* day of *November*, 1998, by Gary W. Harrison, the President of Jordan Landing, L.L.C., a Delaware limited liability company, on its behalf.

*Judy B. Koehly*  
Notary Public for *State of Utah*  
My commission expires: *10/7/2000*

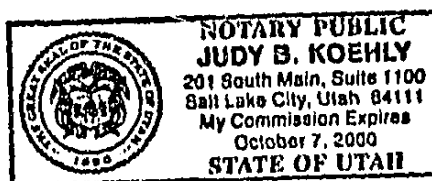




EXHIBIT "A"  
DESCRIPTION OF JORDAN VIEW

SLCI-41963.5 30274-0001

SK8171FG1218

EXHIBIT "A"

**LEGAL DESCRIPTION**

MULTI-FAMILY BOUNDARY (OVERALL)  
10/09/98

Beginning at a point which is S 07°23'08" W 1102.03 feet and S 82°36'52" E 1070.10 feet from the Northwest corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence N 68°24'40" W 365.95 feet to the eastern right-of-way line of a road adjacent to the west boundary line being the beginning of a 358.00 foot radius curve to the left; thence along said curve being the east boundary line of said road 182.89 feet (chord bears N 09°08'03" E 180.91 feet); thence N 05°30'06" W 327.00 feet to the beginning of a 1734.00 foot radius curve to the right; thence along said curve 512.43 feet (chord bears N 02°57'52" E 510.57 feet); thence N 11°25'49" E 849.94 feet to the beginning of a 1646.00 foot radius curve to the left; thence along said curve 1051.51 feet (chord bears N 06°52'14" W 1033.72 feet); thence leaving said right-of-way N 28°56'30" E 95.23 feet; thence N 00°17'49" W 716.50 feet; thence S 82°22'26" E 274.68 feet; thence S 22°16'16" E 194.39 feet to the beginning of a 532.72 foot radius curve to the right; thence along said curve 178.31 feet (chord bears S 12°40'55" E 177.48 feet); thence S 03°05'34" E 416.96 feet; thence S 12°21'50" E 2295.96 feet to the north right-of-way line of Jordan Landing Boulevard also the beginning of a 1483.00 foot radius curve to the left; thence along said curve 1033.15 feet (chord bears S 41°24'35" W 1012.39 feet) to the point of Beginning.

Contains 2,144,842 square feet (49.24 acres).

988171PG1219

EXHIBIT "B"  
DESCRIPTION OF PHASE 1 DEVELOPMENT

SLC1-41963.5 30274-0001

EX 8171 PG 1220

EXHIBIT "B"

PHASE ONE MULTI-FAMILY

Beginning at a point which is S 07°23'08" W 475.66 feet and S 82°36'52" E 1401.59 feet from the Northwest corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian to the beginning of a 25.00 foot radius curve to the left; thence along the arc of said curve 38.59 feet (chord bears N 04°53'00" E 34.87 feet); thence N 39°20'05" W 85.23 feet to the beginning of a 535.00 foot radius curve to the right; thence along the arc of said curve 128.24 feet (chord bears N 32°28'05" W 127.93 feet); thence N 25°36'05" W 273.98 feet to the beginning of a 25.00 foot radius curve to the left; thence along the arc of said curve 39.27 feet (chord bears N 70°36'05" W 35.36 feet); thence N 25°55'22" W 73.00 feet to the beginning of a 25.00 foot radius curve to the left; thence along the arc of said curve 40.35 feet (chord bears N 18°09'44" E 36.11) to the beginning of a 465.00 foot radius curve to the left; thence along the arc of said curve 409.81 feet (chord bears N 53°19'19" W 396.68 feet); thence N 78°34'11" W 41.81 feet to the beginning of a 25.00 foot radius curve to the left; thence along the arc of said curve 39.27 feet (chord bears S 56°25'49" W 35.36 feet); thence N 11°25'49" E 622.41 feet to the beginning of a 1646.02 foot radius curve to the left; thence along the arc of said curve 108.30 feet (chord bears N 09°32'44" E 108.28 feet); thence East 508.38 feet; thence S 12°21'50" E 1360.77 feet to the beginning of a 1483.00 foot radius curve to the left; thence along the arc of said curve 317.52 feet (chord bears S 55°14'05" W 316.91 feet) to the point of beginning.  
Contains 784,188 square feet (18.00 acres).

BR 8171 PG 1221

EXHIBIT "C"

DESCRIPTION OF PHASE 2 AND PHASE 3

SLC1-41963.5 30274-0001

EX8171PS1222

EXHIBIT "C"

PHASE TWO MULTI-FAMILY

Beginning at a point which is N 07°23'03" E 223.39 feet and S 82°36'57" E 624.62 feet from the Northwest corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian to the beginning of a 25.00 foot radius curve to the right; thence along the arc of said curve 39.27 feet (chord bears N 56°25'49" E 35.36 feet); thence S 78°34'11" E 41.81 feet to the beginning of a 465.00 foot radius curve to the right; thence along the arc of said curve 409.81 feet (chord bears S 53°19'19" E 396.68 feet) to the beginning of a 25.00 foot radius curve to the right; thence along the arc of said curve 40.35 feet (chord bears S 18°09'44" W 36.11 feet); thence S 25°55'22" E 73.00 feet to the beginning of a 25.00 foot radius curve to the right; thence along the arc of said curve 39.27 feet (chord bears S 70°36'05" E 35.36 feet); thence S 25°36'05" E 273.98 feet to the beginning of a 535.00 foot radius curve to the left; thence along the arc of said curve 128.24 feet (chord bears S 32°28'05" E 127.93 feet); thence S 39°20'05" E 85.23 feet to the beginning of a 25.00 foot radius curve to the right; thence along the arc of said curve 38.59 feet (chord bears S 04°53'00" W 34.87 feet) to the beginning of a 1483.00 foot radius curve to the left; thence along the arc of said curve 715.62 feet (chord bears S 35°16'38" W 708.70 feet); thence N 68°24'40" W 365.95 feet to the beginning of a 358.00 foot radius curve to the left; thence along the arc of said curve 182.89 feet (chord bears N 09°08'03" E 180.91 feet); thence N 05°30'06" W 327.00 feet to the beginning of a 1734.00 foot radius curve to the right; thence along the arc of said curve 512.43 feet (chord bears N 02°57'52" E 510.57 feet); thence N 11°25'49" E 227.51 feet to the point of beginning.

Contains 675,073 square feet (15.50 acres).

PHASE THREE MULTI-FAMILY

Beginning at a point which is N 07°23'03" E 952.47 feet and S 82°36'57" E 672.62 feet from the Northwest corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian to the beginning of a 1646.02 foot radius curve to the left; thence along the arc of said curve 943.21 feet (chord bears N 08°45'20" W 930.36 feet); thence N 28°56'30" E 95.23 feet; thence N 00°17'49" W 716.50 feet; thence S 82°22'26" E 274.68 feet; thence S 22°16'16" E 194.39 feet to the beginning of a 532.72 foot radius curve to the right; thence along the arc of said curve 178.31 feet; (chord bears S 12°40'55" E 177.48 feet); thence S 03°05'34" E 416.96 feet; thence S 12°21'50" E 935.19 feet; thence West 508.38 feet to the point of beginning.

Contains 685,585 square feet (15.74 acres).

NOTE: THE BASIS OF BEARING SHOWN ALONG THE SECTION LINE REPRESENTS A ROTATION OF 07°31'15" CLOCKWISE FROM SALT LAKE COUNTY A.R.P. INFORMATION, AND IS BASED UPON AN AIRPORT GRID SYSTEM (A.G.S.) AT MUNICIPAL AIRPORT NO. 2 IN WHICH THE CENTERLINE OF THE RUNWAY IS GRID NORTH.

EN 8171 PG 1223

EXHIBIT "D"  
PERIMETER AREAS AND LANDSCAPE AREAS

SLC1-41963,5 30274-0001

8/8/17 | PG | 224

EXHIBIT "D"

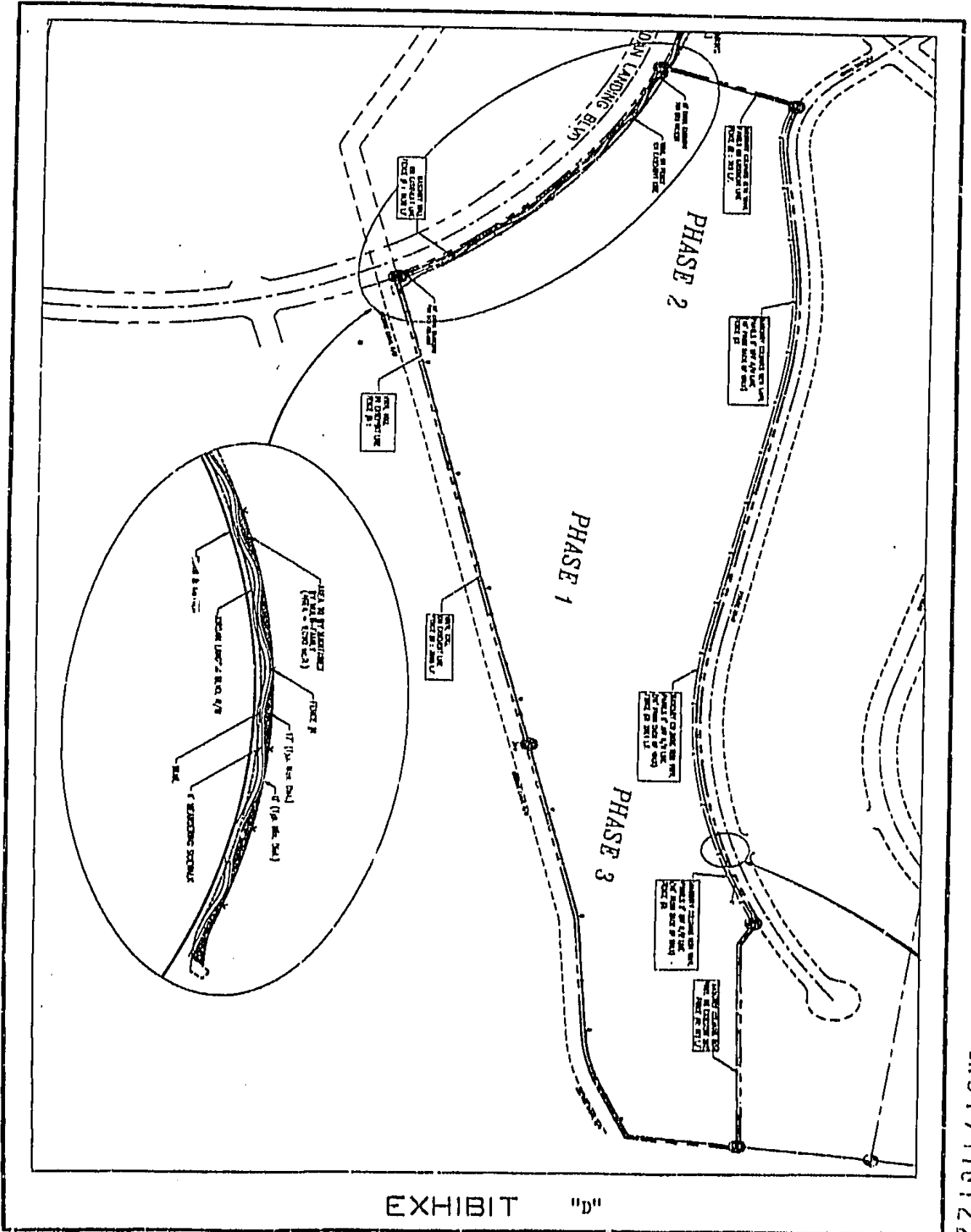


EXHIBIT "D"

EX8171P31225



EXHIBIT "E"

DESCRIPTION OF JORDAN LANDING COMMERCIAL DEVELOPMENT

81.C1-41963.5 30274-0001

818171P81226

EXHIBIT "E"

RETAIL AREA - PHASE 1 (WEST OF CANAL)

Beginning at a point which is N 82°25'51" W 1460.33 feet from the center of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian, which point is also the Southeast corner of subject property; and running thence N 82°25'51" W 0.09 feet; thence N 24°56'01" E 13.44 feet to the beginning of a 1103.00 foot radius curve to the left; thence along the arc of said curve 480.86 feet (chord bears N 12°26'40" E 477.06 feet); thence N 00°02'41" W 528.91 feet to the beginning of a 1377.00 foot radius curve to the right; thence along the arc of said curve 454.00 feet (chord bears N 09°24'02" E 451.95 feet); thence S 82°13'53" E 348.13 feet; thence N 07°46'07" E 15.79 feet; thence S 82°13'53" E 132.62 feet; thence S 25°02'15" W 1560.10 feet to the point of beginning.

Contains 333,549 square feet (7.66 acres).

The basis of bearing shown is the South line of the Northwest quarter of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

RETAIL AREA - PHASE 1 (EAST OF CANAL)

Beginning at the center of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian, which point is also the Southeast corner of subject property; and running thence N 82°25'51" W along the south line of the Northwest Quarter of Section 29 1406.4 feet; thence leaving said south line N 25°02'15" E 1539.91 feet; thence S 82°13'53" E 248.50 feet; thence N 14°29'08" E 630.17 feet to the beginning of a 700.00 foot radius curve to the left; thence along the arc of said curve 343.50 feet (chord bears N 00°25'39" E 340.07 feet); thence N 13°37'50" W 20.54 feet to the beginning of a 1377.00 foot radius curve to the right; thence along the arc of said curve 100.18 feet (chord bears N 78°20'02" E 100.13 feet); thence S 11°52'39" E 10.78 feet to the beginning of a 800.00 foot radius curve to the right; thence along the arc of said curve 368.10 feet (chord bears S 01°18'15" W 364.88 feet); thence S 14°29'08" W 850.85 feet; thence S 82°13'53" E 814.28 feet to a point on the east line of the Northwest Quarter of Section 29; thence S 07°46'07" W along said east line 1484.69 feet to the point of beginning.

Contains 1,837,276 square feet (42.18 acres).

Note: The basis of bearing shown along the section line represents a rotation of 07°31'15" clockwise from Salt Lake County A.R.P. information, and is based upon an Airport Grid System at Municipal Airport No. 2 in which the centerline of the runway is grid north.

EX8171FB1227