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Gary W. Ott  
Recorder, Salt Lake County, UT  
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BY: eCASH, DEPUTY - EF 17 P.

Herriman Ridge Properties, LLC  
9300 South 1700 West  
West Jordan, UT 84020

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE RIDGE AT HERRIMAN PHASE I & II

a Residential Community in the City of Herriman, State of Utah

Tax ID NO's: 32-10-400-001, 32-10-400-002, 32-10-400-006  
32-10-400-028, 32-10-251-016, 32-10-254-002

DECLARATION OF COVENANTS,  
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FOR  
THE RIDGE AT HERRIMAN  
Phase I & II

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT HERRIMAN ("Declaration") is made this 25 day of ~~October, 2015~~, by Herriman Ridge Properties, a Utah limited liability company (the "Declarant"). ~~XXXXXX~~ January, 2016

Recitals:

- A. Declarant is the Owner of certain real property located in Salt Lake County, Utah (the "Property"), more particularly described in Exhibit A to this Declaration. Declarant has recorded, or will record, a subdivision plat against the Property with the Salt Lake County Recorder's Office, which plat creates the residential lots depicted on the plat. This Declaration is being imposed on the Property, and is intended to create binding servitudes that run with the land of the Property.
  
- B. Declarant intends to develop a residential subdivision on the Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

Declaration:

NOW THEREFORE, Declarant declares as follows:

All lots within the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, and to protect and enhance the property values and aesthetic values of the Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other persons holding any ownership or possessory interest in the Property, and shall inure to the benefit of all other lots in the Property and the Association.

The covenants, conditions and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; and (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Property.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or

proceeding in lieu thereof.

ARTICLE I  
DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"City" shall mean the city of Herriman, Utah, and its appropriate departments, officials and boards.

"Committee" shall mean the architectural review committee created under Article VI of this Declaration.

"Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Green Haven Investors, a Utah limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder's Office, having priority of record over all other recorded liens except those governmental liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, parking enclosures, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, walls, curbs, landscaping, gazebos, basketball courts, tennis courts, pools, outdoor hot tubs or spas, decks, stairs, poles, lighting, signs, trampolines, satellite dishes or other antennas, any mechanical equipment located on the exterior of a building, and any hard surfaced area in excess of 100 square feet.

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Property.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Paths" shall mean the paths established for walking and bicycle travel which are shown on the Plat.

"Plat" shall mean an official subdivision plat of any portion of the Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

“Storm Water Permit” shall mean the UPDES Storm Water General Permit For Construction Activities which the buyer or Owner of each Lot shall be required to obtain from the Division of Water Quality of the Utah Department of Environmental Quality, as set forth in Section 10.5 below.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements for Paths, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Property.

## ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinances or codes.

2.2 Business or Commercial Uses. No portion of the Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. All home occupations must meet the requirements of the Herriman City ordinance.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance with City sign regulations and shall not exceed nine (9) square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Property for a period of no more than five years after the recordation of the Plat, announcing the availability of Lots and giving sales information. Any additional signage must be approved by the declarant.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on a Lot.

2.6 Livestock, Poultry and Pets. Must conform with Herriman City zoning ordinances.

2.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.8 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

2.9 Maintenance of Property; Cleanliness. All Lots and the Improvements and landscaping on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street. Notwithstanding the preceding sentence, Owners may store boats, trailers, recreational vehicles and similar items on their Lots so long as such items are located behind a fence or are otherwise screened from view such that they are not visible from the street in front of the Lot. Each Lot Owner shall be responsible to maintain his or her Lot and all Improvements and landscaping on the Lot in an attractive manner so as to not detract from the appearance and ambiance of the subdivision. Vacant Lots shall be clean in appearance and shall be kept free from refuse, debris, unsightly weeds, and potential fire hazards.

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

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July, 31<sup>st</sup> December holidays, as permitted by local jurisdiction, and setting open fires (other than properly supervised and contained barbecues).

2.12 Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City a front yard post light.

2.13 Annoying Sounds. No speakers, wind-bells, wind chimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

2.14 Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. This does not include any outdoor cooking such as barbecues.

2.15 Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval or time fractional ownership.

2.16 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

2.17 Recontouring, Excavation and Grading. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee. Among other matters, the Committee's approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Property (the "General Grading Plan"). Plans for excavation, grading and installation of rock retaining walls shall be submitted to the Committee at the time of submission of construction plans, in accordance with the provisions of Article VI. Anywhere cuts exceed a 3 to 1 slope, Lot Owners shall do one of the following until the disturbed area is properly revegetated: (i) use silt fencing, (ii) use erosion blankets, or (iii) as approved by the Committee, construct a decorative wall or use natural rock retaining walls. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must retain or mitigate cuts or fills that impact adjacent Lots. Owners are fully responsible for assuring drainage issues and flood control are handled appropriately and mitigated during grading, excavation and construction to avoid flooding of neighboring Lots and to avoid flooding of the Owner's own construction site and Dwelling. Each Owner is fully responsible for grading his or her Lot to the required specifications, and shall have no claims against Declarant for any drainage on or off the Lot or flooding. Each Lot Owner shall be responsible for minimizing surface water run-off within his or her own Lot boundaries. Lot Owners should consider installation of French drains in locations where drainage may be at issue or problematic. All grading associated with construction of a Dwelling shall be completed prior to occupancy.

2.18 Drainage. In addition to the requirements set forth in the preceding provision, no Owner shall alter the direction of natural drainage from his or her Lot, nor permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow and mitigate the run-off. Each Owner shall require his or her builder to deliver finished grades to streets and other common water carriers (such as trails, paths, creeks, canals or ditches) as set forth on the General Grading Plan.

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

2.20 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure, such that the garbage and trash receptacles are not visible from the improved roads within the Property.

2.21 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted on front or visible side yards other than on designated driveways.

2.22 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be parked behind 6 ft. fence located behind the front corner of the home and shall be stored on a concrete pad.

2.23 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

ARTICLE III  
COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The Committee shall be appointed by the Declarant or its successor, in its sole discretion. The right to select Committee members also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

3.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, deck, gazebo, basketball court, any hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure, may be constructed, erected, or installed in the Property or on or within any Lot without the prior written consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the forgoing it determines to be unnecessary for its review. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. Currently there is no review fee.

(c) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the

Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Construction that is not in strict compliance with the approved plans will not be permitted.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

3.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

3.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

3.6 Limitations on Review. The Committee's review is limited to those matters described in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation.

#### ARTICLE IV ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and design standards:

4.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least three (3) cars.

4.2 Barns and Out Buildings. Barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material.



4.3 Dwelling Size. Dwelling size requirements are as follows:

a. A Rambler, One-story home shall have not less than 1,700 square feet of space on the main floor.

b. A two-story home shall have not less than 2,100 square feet of finished living area. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the home shall be required.

4.4 Dwelling Height and Width. Will comply with city code.

4.5 Dwelling Setback and Placement. Will comply with city code

4.6 Exterior Requirement. The exterior design and materials of all dwellings must be of sufficient quality, durability, and resistance to the elements to satisfy the International Building Code. Brick, stone, stucco or fiber cement is required on the exterior walls of all residential buildings, the location and placement of such materials being left to the discretion of the builder or owner. The minimum required amount of brick, stone and or combination thereof is 40% of the front elevation. A three (3) ft. wrap or return on each side of the home will be required, unless otherwise approved in advance by the Committee. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 18" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are not permitted. White trim is permitted but bright, or dramatic colors shall not be used as primary exterior colors. All exterior colors and materials must be approved by the Committee prior to installation or application.

4.7 Roof Design. Roof pitches must be within a range of 5/12 to a 12/12 slope unless otherwise approved by the Committee. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. Mansard, fake mansard, A frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

4.8 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

4.9 Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally be placed on the rear side of the roof to avoid visibility from the street. Where they are visible from the street they must be painted to conform with the color of the roofing material.

4.10 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from the street in front of the Dwelling. No satellite dishes shall be located in visible front or side yards. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort which is visible from the front of neighboring properties

which they are mounted. No antenna of any sort which is visible from the front of neighboring properties shall be allowed.

4.11 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

4.12 Balconies, Decks & Covered Patios. Any balcony, deck or Covered Patio that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts, pillars and columns supporting any deck must be between eight and sixteen inches in width. All posts, pillars and columns must be furred out and fully sheathed with stone or stucco unless approved by committee. All handrails must be made of iron, synthetic vinyl, PVC composite or timber frame. Any other materials must be approved in advance by the Committee before installation or use. The area under any ground-level deck must be either landscaped or screened from view so that there is no view of the underside of the deck from adjoining Lots or from the street. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck that is exposed (as in the case of a second story deck or balcony) must be finished and painted or stained.

4.13 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park three (3) vehicles side by side completely out of the street right of way.

4.14 Ground Water. In the event the Declarant or any other party installs a ground water drainage system for any portion of the Property, Owners shall be required to obtain the approval of the Committee prior to diverting water in to such system.

#### ARTICLE V CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner is liable.

5.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

5.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Property. Concrete trucks may not be cleaned out on the Lot or elsewhere within the Property.

5.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

5.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed sixteen square feet (4 x 4) in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

5.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

5.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Property by their construction operation as required by their Best Maintenance Practices (BMP's) noted in their SWPPP. The Builder is to indemnify the Declarant and or Developer if fines are levied by any government or quasi government agency for mud or debris.

5.8 Duration of Construction. No construction shall occur without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to complete construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of twelve (12) months from the date that the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

## ARTICLE VI LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

6.1 Lawn and Landscaping Required. Front yard and visible side yard lawns and landscaping must be installed before occupancy. Trees, lawns, shrubbery and other plantings provided by each Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same at the Committee's request. If a home is complete and ready to occupy the owners/builders may post a bond with the City of Herriman to insure the completion of the landscape.

6.2 Placement of Trees and Shrubs; Concrete Edging. The Lot Owner is required to plant and maintain at least 2 2 inch caliber Green Spire Lindon trees in the parking strip between the back of the curb and the

sidewalk in front of his or her Lot. A minimum of 2 1.5 inch caliber trees and 8 shrubs beyond what is included in the park strip will be required in the front yard landscaping.

6.3 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

6.4 Fences. Shall comply with Herriman City's fencing ordinance. If Vinyl, we require tan in order to create consistency.

6.5 Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

6.6 Compaction. Each Owner shall be responsible for his, her, or its Lot to ensure adequate compaction of soil and fill materials under all footings, structural, and flat concrete areas and to ensure adequate compaction under all lawn and landscaped areas.

## ARTICLE VII OWNERS' OBLIGATIONS

7.1 Duty to Install and Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and healthy condition, as required by the provisions of Section 2.9 and elsewhere in this Declaration. The Owners of each Lot shall also comply with the landscaping installation and maintenance requirements set forth in Article VI above. The remaining provisions of this Article VII are intended to secure the timely performance of all such obligations.

7.2 Alteration of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

7.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance.

7.4 Storm Water Permits. All Owners who acquire title to a Lot (whether the Owner is a builder, individual person, entity or otherwise) shall obtain their own Storm Water Permits (as defined in Article I above) from the Division of Water Quality (Utah Department of Environmental Quality) prior to commencing any construction-related activities for which a Storm Water Permit is required (including, without limitation, excavating, grading, or otherwise disturbing the surface materials or vegetation on the Lot). The Storm Water Permit may be obtained by filling out an application form online at [www.waterquality.utah.gov/updes/stormwater.htm](http://www.waterquality.utah.gov/updes/stormwater.htm) or contacting the Division by telephone at (801) 538-6146. All Owners who seek to engage in any construction-related activities requiring a Storm Water Permit covenant and agree to comply with the Storm Water Permit requirements, including, without limitation, the requirement to develop and implement a Storm Water Pollution Prevention Plan. In addition to the requirements and provisions of Sections 2.17 and 2.18 of this Declaration, Owners shall be fully and solely responsible for preventing rain and snowmelt from carrying sediment or pollutants into the streets or any storm drain facilities from any un-landscaped areas of their Lots. Owners covenant and agree not to stockpile any landscaping materials, dirt, gravel or other such materials in the streets. Owners other than Declarant, following their purchase of a Lot, hereby indemnify and hold Declarant harmless from and against any and all claims, liabilities, fines, costs, fees, expenses, judgments, losses and damages resulting from or relating to any failure to comply with the Storm Water Permit requirements for the Owner's Lot or from any storm water drainage or run-off from Owner's Lot, including, without limitation, any and all claims, fines, costs of remediation or clean up, or other expenses imposed by the Division or required or incurred as a result of any action or orders of the Division.

#### ARTICLE VIII FIRST MORTGAGEES

8.1 First Mortgagee Protection. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

#### ARTICLE IX GENERAL PROVISIONS

9.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

9.2 Remedies.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may

exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

9.3 Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9.4 Limited Liability. Neither the Declarant, the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

9.5 Amendment. At any time while this Declaration is in effect, the Declarant may amend the provisions of this Declaration, any amendment must be in writing. When the Declarant has no remaining lots in the subdivision or after the Declarant has satisfied the required warranty period and the bond has been released by the city, whichever may come last, the Declarant may assign their rights under this declaration, including the rights of the Committee, in whole or in part, to the Owners. Upon Assignment of the Declaration of Covenants Conditions and Restrictions, the Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per homeowner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed and recorded against the lots.

9.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

9.7 Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9.8 Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

EXECUTED BY THE DECLARANT:

Herriman Ridge Properties, LLC., a Utah Limited  
Liability Company



South Herriman Ridge-Bench LLC  
Devon and Lavon Seeley  
As Owners

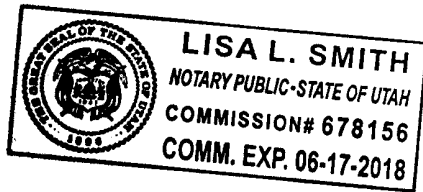
By: Devon Seeley  
By: Lavon P. Seeley

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> of January, 2016, by Devon and Lavon Seeley as Land Owners

Lisa L. Smith  
NOTARY PUBLIC

SEAL:





**EXHIBIT A  
PROPERTY DESCRIPTION**

THE RIDGE AT HERRIMAN PHASE 1, being more particularly described as follows:

A parcel of land located in the East half of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a found brass cap marking the North quarter corner of said Section 10; thence South 00°17'19" West a distance of 3832.91 feet to the real point of beginning; thence South 89°41'53" East a distance of 336.13 feet; thence South 00°25'49" West a distance of 155.96 feet; thence North 89°34'11" West a distance of 335.75 feet; thence North 00°17'19" East a distance of 155.21 feet to the real point of beginning.

ALSO:

THE RIDGE AT HERRIMAN PHASE 2, being more particularly described as follows:

A parcel of land located in the East half of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a found brass cap marking the North quarter corner of said Section 10; thence South 00°17'19" West a distance of 2659.68 feet to the real point of beginning; thence South 89°42'41" East a distance of 153.21 feet to a point of curvature of a 75.00-foot radius non-tangent curve to the right; thence Northeasterly a distance of 69.71 feet along the arc of said curve having a central angle of 53°15'19" and a chord that bears North 63°51'45" East a distance of 67.23 feet; thence South 89°30'32" East a distance of 72.85 feet; thence North 00°29'28" East a distance of 190.14 feet; thence South 89°30'25" East a distance of 183.28 feet; thence North 04°38'29" West a distance of 63.21 feet; thence South 89°40'20" East a distance of 200.43 feet; thence South 00°19'17" West a distance of 283.79 feet; thence South 89°05'01" West a distance of 5.04 feet; thence South 00°08'55" West a distance of 668.17 feet; thence South 00°25'49" West a distance of 660.00 feet; thence North 89°34'11" West a distance of 324.25 feet; thence North 00°25'49" East a distance of 155.96 feet; thence North 89°41'53" West a distance of 336.13 feet; thence North 00°17'19" East a distance of 1173.23 feet to the real point of beginning.

Tax Id No.: 32-10-400-001, 32-10-400-002, 32-10-400-006, 32-10-400-028, 32-10-251-016 and 32-10-254-002