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Book - 9956 Pg - 5613-5616
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 4 P.

When recorded mail to:
Read R. Hellewell
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111-1004

For information purposes only:
A Portion of Tax Parcel No. 14-25-226-010

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made this 6th day of October, 2011 by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Declarant"), in contemplation of the following facts and circumstances:

A. Declarant is the owner of real property covering approximately 330 acres in West Valley City, Utah (the "City"), which Declarant is developing as Highbury Commons at Lake Park, a commercial, residential and mixed-use development (the "Development").

B. The Development is subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, dated September 26, 2006, and recorded with the Salt Lake County Recorder, State of Utah, on October 6, 2006, as Entry No. 9868362 in Book 9362 beginning at Page 804, as same may be amended from time to time in accordance with the provisions thereof (the "Declaration").

C. The Development includes approximately 3.214 acres described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), which Declarant intends to be developed and used for the construction and occupancy of detached, single family residences, which will complement and integrate well with Declarant's intended development of the remainder of the Development.

D. In addition to the easements, covenants and restrictions imposed on the Property by the Declaration, Declarant desires to restrict the use of the Property, as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. Restrictive Covenant. The Property shall be used for the sole purposes of the development, construction and occupation of detached, single family residences (the "Restrictive Covenant").

2. Enforcement of Restrictive Covenant. Declarant, or any party to whom Declarant may assign the rights granted under this Declaration, shall have the authority to enforce the Restrictive Covenant against any person or persons violating or attempting to violate the same

and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenant and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenant may result in immediate irreparable harm for which monetary damages alone are not adequate.

3. Duration. The Restrictive Covenant shall automatically expire on the date which shall be thirty (30) years from the date of recordation of this Declaration in the official records of the Salt Lake County Recorder.

4. Covenants Run with the Land. The Restrictive Covenant created hereby shall run with the land and shall be binding upon any owner or occupant of the Property or any part thereof.

5. Amendment. This Declaration may be amended only by recorded written instrument signed by Declarant and the owner of the Property as of the date of the recording of this Amendment. Any such amendment shall take effect upon such recording.

6. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant, its successors or assigns, and any subsequent owner of real property which shall be located within the Development and adjacent to and reasonably contiguous with the Property (the "Benefitted Property"). No other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant, its successors or assigns, or the then current owner of the Benefitted Property shall, therefore, have the right to enforce any provision hereof. The right to amend this Declaration shall remain with Declarant without regard to whether or not Declarant owns any real property in the Development, subject to an Assignment of Declarant's Rights pursuant to the provisions of Section 2 above

7. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

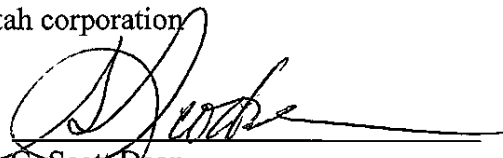
9. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

10. Governing Law. This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah.

[signature page follows]

EXECUTED to be effective as of the date of recording in the Office of the Salt Lake County Recorder.

DECLARANT: SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: 
G. Scott Dean
Its: President

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

The foregoing instrument was acknowledged before me this 6 day of October, 2011 by G. SCOTT DEAN, as President of Suburban Land Reserve, Inc., a Utah corporation.



NOTARY PUBLIC



EXHIBIT "A"
to
Declaration of Restrictive Covenant

[Legal Description of the Property]

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

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°06'50" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 25, 1540.20 FEET; THENCE NORTH 89°53'10" EAST, 2611.97 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 207 OF Highbury Place Phase 2 P.U.D; RUNNING THENCE NORTH 49°53'51" EAST, 84.57 FEET; THENCE NORTH 40°17'33" WEST, 360.76 FEET, THENCE 99.98 FEET ALONG A 73.22 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 02°10'36" EAST, 92.39 FEET); THENCE NORTH 41°17'45" EAST, 4.57 FEET; THENCE NORTH 49°47'04" EAST, 27.00 FEET; THENCE 75.56 FEET ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 51°02'20" EAST, 75.11 FEET); THENCE NORTH 28°08'16" EAST, 1.73 FEET; THENCE 116.66 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 39°16'41" EAST, 115.93 FEET); THENCE NORTH 50°25'06" EAST, 25.71 FEET; THENCE SOUTH 40°05'54" EAST, 102.54 FEET; THENCE SOUTH 49°37'45" EAST, 29.92 FEET; THENCE SOUTH 40°06'31" EAST, 258.32 FEET; THENCE SOUTH 21°04'09" EAST, 30.68 FEET; THENCE SOUTH 40°05'54" EAST, 113.17 FEET; THENCE SOUTH 49°54'06" WEST, 83.27 FEET; THENCE SOUTH 28°40'42" WEST, 12.50 FEET; THENCE SOUTH 80°21'32" WEST, 42.55 FEET; THENCE SOUTH 37°37'58" WEST, 115.11 FEET; THENCE NORTH 40°05'54" WEST, 108.06 FEET; THENCE SOUTH 49°53'51" WEST, 83.45 FEET TO A POINT ON THE BOUNDARY OF SAID Highbury Place Phase 2 P.U.D; THENCE ALONG SAID BOUNDARY NORTH 40°05'54" WEST, 54.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 139,999 SQFT OR 3.214 ACRES

Ck By JJB 6 October 2011