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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: ZJM, DEPUTY - WI 61 P.

When recorded please return to:
Planning Division
South Jordan City
1600 W. Towne Center Dr.
South Jordan, UT 84095

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the "City"), and Whitmark, LLC ("Developer"), enter into this Development Agreement (this "Agreement") entered into this 22 day of December, 2011 ("Effective Date") and agree as set forth below. The City and the Developer are jointly referred to as the "Parties".

RECITALS

A. The Developer is the owner of certain real property known as Assessor's Parcel Numbers 27-17-200-031, 27-17-278-014 and 27-17-200-003 legally described in attached Exhibit A (the "Property") and intends to develop the Property consistent with the Terms of the Agreement and also with the South Jordan Municipal Code; and

B. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property in exercise of its legislative discretion, and has elected to enter into this Agreement; and

C. The Property is currently subject to the Planning and Land Use Ordinance of South Jordan City and is within the residential R-M-4 zone (the "R-M Zone") and;

D. The Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from R-M-4 to R-M-7 (the "R-M Zone"). A copy of the provisions of the R-M Zone designation in the South Jordan City Code is attached as Exhibit B (the "R-M Zoning Code"); and

E. The Developer and the City acknowledge and agree that the development and improvement of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Developer and the City in ongoing and future dealings and relations among the Parties; and

F. The City determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its residents; and

G. This Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to resolution R2011-48 a copy of which is attached as Exhibit C; and

H. The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council, in its sole legislative discretion, amend the land use designation of the property from LD (Low Density) and COM (Commercial) to MD (Medium Density) and

approves a zone change for the Property currently zoned as R-M-4 to a zone designated as R-M-7. Should the City Council approve and amendment to the land use designation for the property, a copy of resolution R-2011-41 approving such change is attached as Exhibit D. Should the City Council approve a zone change for the property, a copy of Ordinance 2011-08-Z, approving such a change is attached as Exhibit E.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

I. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of South Jordan City.

II. Agreement.

A. Enforceability: The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as R-M-4 to a zone designated as R-M-7.

B. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to an R-M-7 zone under the City Code as of the Effective Date, except that in the event of a discrepancy between the requirements of the City Code, including the R-M-7 zone, and this Agreement, this Agreement shall control.

C. Developer Obligations: The Parties agree that the following terms and conditions apply to the development of the Property:

1. Architecture. All buildings shall be single-story with roof pitch of at least 5/12 but not exceeding 6/12. The height of buildings shall not exceed 30 ft. with the exception of the clubhouse which may be built to 35 ft. in height.

2. Finish Materials. All buildings shall have brick or stone equaling three feet (3') times the perimeter of the foundation (including garage). Other finish materials shall include stucco (Hardcoat System) and/or cement fiber board. The color palette used for homes in the development shall consist of neutral, earth-toned colors.

3. Setbacks. All buildings adjacent to the Jones Meadows subdivision shall have a minimum setback of 25 ft.

4. Sidewalks. All streets/driveways shall have sidewalks on both sides. The sidewalks will connect to each other to provide for an efficient and continuous walking path within the development.

5. Fencing. The development shall have a 6 ft. tall precast masonry wall installed at least 20 ft. behind the South Jordan Parkway right-of-way and adjacent to the west line of the Jordan Valley Water Conservancy District easement that runs along 3200 West. All

precast masonry fencing throughout the development shall be matching in height, design and color.

6. Landscaping. Shade trees shall be planted at. uniform intervals along the streets/driveways within the development to provide for shading and a uniform look. The area between the public right-of-way and the masonry fencing along South Jordan Parkway and 3200 West will be landscaped. All parkstrips within the public rights-of-way South Jordan Parkway, Willow Valley Road and 3200 West will be landscaped with sod and approved street trees (where allowed), planted approximately every 30 ft. on center.

7. Open Space Amenities. The development shall have open space that will consist of open areas and a clubhouse.

8. Rental Restriction. The Developer proposed and the City agrees that the development shall be majority owner occupied as shown in the Declaration of Restrictions of Harvest Crossing Legacy Villas (included as Exhibit F). The Developer proposes and the City agrees to a restriction on rentals in the development as shown in Article 9.3 restricting the rental of units in the development to less than 20 % of the total number of units. The Developer agrees to record the Declaration of Restrictions in the same form as Exhibit F upon recordation of this Agreement. Developer also agrees not to vote to alter the rental restriction requirement in the Declaration of Restrictions or influence owners of property in the Development to alter the rental restriction in any way.

D. City Obligations. The Parties agree that the following terms and conditions apply to the development of the Property:

1. Development Review. The City shall review development of the Property in accordance with all applicable laws and regulations and shall review and resolve any issues related to the development of the Property in a timely manner, consistent with the City's routine development review practices.

2. PUD. Development of the Property shall proceed as a Planned Unit Development under City Code § 17.48.180 and the R-M zone and that notwithstanding any provision of the City Code to the contrary, that the development of the Property shall be permitted to proceed in conformity with the relevant Code requirements and the terms of this Agreement.

E. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with the R-M zoning designation Section 17.48 of the City Code in effect as of the Effective Date of this Agreement.

2. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested

rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in Section III.A. above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in the City and Salt Lake County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

F. Term. This Agreement shall be effective as of the date of recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this agreement shall not extend further than a period of 10 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

G. General Provisions.

1. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to City:
ATTN: City Recorder
City of South Jordan
1600 West Towne Center Drive
South Jordan City, Utah 84095
Attention: City Recorder

If to Developer:
Whitmark, LLC
9980 South 300 West, suite 310
Sandy, Utah 84070
Attn: Steve Broadbent

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective.

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Idaho, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

11. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal

representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Third Party Rights. The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide the City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

15. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

{Signatures follow on next page.}

CITY OF SOUTH JORDAN,
a Utah Municipal Corporation

ATTEST:

Anna M. West
City Recorder

By: W. Kent Money
W. Kent Money
Mayor

City of South Jordan CORPORATE Seal State of Utah

APPROVED AS TO FORM:

Attorney for the City

State of Utah)
:ss
County of Salt Lake)

On this 3 day of January, 2012, personally appeared before me W. Kent Money, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Mayor, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him/her in behalf of said municipal corporation by authority of its City Council, and he/she acknowledged to me that said municipal corporation executed the same.

NOTARY PUBLIC
ANNA M. WEST
Commission No. 576203
Commission Expires
OCTOBER 9, 2012
STATE OF UTAH

Anna M. West
Notary Public

WHITMARK LLC
Limited liability company

By: Whitmark LLC
Limited liability company, its manager

By: _____

Name: Mark Hampton

Title: Manager

STATE OF UTAH)
)ss
County of Salt Lake)

On this 22 day of December, 2011, personally appeared before me Mark Hampton, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager, of Whitmark , a limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said Limited Liability Company executed the same.

_____
Notary Public

JUSTIN JOHN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 583051
COMM. EXP. 06-07-2014

Exhibit A

Legal Description:

PARCEL I – 27-17-200-003

DESCRIPTION: BEG S 0¬01' W 1469 FT & N 89¬37'45" W 33 FT FR NE COR SEC 17, T 3S, R 1W, SLM; S 0¬01' W 120 FT; N 89¬37'45" W 330 FT; N 0¬01' E 120 FT; S 89¬37'45" E 330 FT TO BEG. 0.91 AC.

PARCEL II – 27-17-200-031

DESCRIPTION: BEG AT THE NW COR OF LOT 301, JONES MEADOWS PH 3 SUB; E 699.01 FT; N 329.99 FT M OR L; N 89^58'44" W 10.97 FT M OR L; N 0^01'16" E 161.70 FT M OR L; N 89^37'45" W 330 FT; N 0^01' E 120 FT; S 89^37'45" E 330 FT; N 0^01'16' E 12.72 FT M OR L; N 44^27'50" W 41.40 FT; S 89^59'54" W 213.25 FT; N 86^00'52" W 93.48 FT M OR L; SW'LY ALG A 7447 FT RADIUS CURVE TO L 307.72 FT; SW'LY ALG A 19.50 FT RADIUS CURVE TO L

PARCEL III – 27-17-278-014

DESCRIPTION: BEG AT THE NE COR LOT 342, JONES MEADOWS PH 3 SUB; W 240 FT; N 0^06'27" W 307.11 FT; N 5^13'26" E 160.82 FT; N 89^55'14" E 225.18 FT; S 0^04'46" E 245.25 FT M OR L TO BEG.

Exhibit B

R-M ZONE City Code Provisions

Chapter 17.48
RESIDENTIAL R-M ZONE

17.48.010: PURPOSE:

The residential R-M zone (multiple-family residential), may be cited as the "R-M zone" and is established to provide for higher density residential developments such as condominiums and planned unit developments (PUD). The dwelling density of each R-M zone is indicated on the official zoning map with a numerical suffix as described in section 17.48.070 of this chapter. (Ord. 2007-02, 1-16-2007)

17.48.020: PERMITTED USES:

The following uses may be conducted in the R-M zone as limited herein:

Home occupations according to city ordinances.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Single-family dwelling, detached, maximum one per lot or parcel. (Ord. 2011-01, 2-1-2011)

17.48.030: CONDITIONAL USES:

A conditional use permit may be issued for the following uses in the R-M zone:

Assisted living centers, maximum two (2) stories.

Care centers, maximum two (2) stories.

Educational activities.

Golf courses.

Group daycare facility on minimum one acre lot.

Parks and recreational activities.

Public facilities.

Religious activities.

Residential condominium on minimum five (5) acre parcel.

Residential planned unit development (PUD) on minimum five (5) acre parcel.

Retail or office uses on main building level with upper level residential in a PUD. (Ord. 2010-01, 7-20-2010)

17.48.040: USE REGULATIONS:

Uses may be conducted in the R-M zone only in accordance with the following regulations:

A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the R-M zone. A conditional use permit must be obtained prior to the establishment of a conditional use.

B. Accessory uses may be conducted in the R-M zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, caretakers, nurses, nannies, maids, garages, sheds, swimming pools, recreational equipment, gardens, greenhouses and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.

C. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the R-M zone.

D. It shall be unlawful to park, store or leave, or to permit the parking, storing or leaving of any vehicle of any kind, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the R-M zone for longer than seventy two (72) hours, except that up to two (2) such vehicles or parts

thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.

E. No commercial vehicle or commercial earthmoving or material handling equipment shall be parked or stored on any lot or parcel in the R-M zone, except in conjunction with temporary development or construction activities on the lot. Commercial vehicles shall include semitrucks and trailers, trucks and trailers equaling or exceeding eight thousand (8,000) pounds' curb weight, delivery vehicles, dump trucks, backhoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.

F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an R-M zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the R-M zone, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year. (Ord. 2007-02, 1-16-2007)

17.48.050: DEVELOPMENT REVIEW:

Uses proposed in R-M zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this regarding development review in the preparation and review of development proposals in R-M zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law. Condominiums and planned unit developments (PUDs) may be developed with approval of a conditional use permit in accordance with state law and city ordinances. A PUD is a subdivision in which certain zoning and subdivision requirements are modified or waived in exchange for enhanced development criteria. (Ord. 2007-02, 1-16-2007)

17.48.060: LOT AREA:

The minimum area of any single-family lot in R-M zones shall be ten thousand (10,000) square feet, except where otherwise approved with a conditional use permit for a PUD or condominium development. Every portion of a parcel being subdivided or recorded as a condominium shall be included as a lot or lots in the proposed subdivision plat or as common, limited common or private ownership area in a condominium. (Ord. 2007-02, 1-16-2007)

17.48.070: DWELLING DENSITY:

The maximum gross density (dwelling units per acre) in R-M zones shall be as follows:

Zone	DU/Acre

R-M 5	5
R-M 6	6
R-M 7	7
R-M 8	8

(Ord. 2007-02, 1-16-2007)

17.48.080: LOT WIDTH AND FRONTAGE:

No minimum lot width is required for lots in the R-M zones. Each lot or parcel in R-M zones, except in condominiums and PUDs, shall abut the right of way line of a public street a minimum distance of ninety feet (90'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right of way a minimum distance of fifty feet (50'). (Ord. 2007-02, 1-16-2007)

17.48.090: PRIOR CREATED LOTS:

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an R-M zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter. (Ord. 2007-02, 1-16-2007)

17.48.100: LOT COVERAGE:

A maximum of sixty percent (60%) of the area of a lot or condominium private ownership area in R-M zones may be covered by buildings. (Ord. 2007-02, 1-16-2007)

17.48.110: YARD REQUIREMENTS; MAIN AND ACCESSORY BUILDINGS:

The following yard requirements shall apply in R-M zones unless otherwise approved with a conditional use permit for a condominium or PUD. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas in condominiums. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

A. Minimum yard requirements for main buildings are as follows:

1. Front yard, interior and corner lots: Thirty feet (30').
2. Front yard, cul-de-sac lot adjacent to turnaround: Twenty five feet (25').
3. Side yard, interior lots: Ten feet (10').
4. Side yard, corner lots: Ten feet (10') on the side adjoining another lot, thirty feet (30') on the side adjoining the street.
5. Rear yard, interior lot: Twenty five feet (25').
6. Rear yard, corner lot: Ten feet (10').

B. Minimum yard requirements for accessory buildings are as follows:

1. Location: Accessory buildings may not be located between a street and the front or side building line of a main building.

2. Side Yard: An accessory building may be located in a side yard no closer than ten feet (10') from the side property line or boundary and no closer than six feet (6') from the dwelling or main building.

3. Street Side Yard, Corner Lot: An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than six feet (6') from the dwelling or main building.

4. Rear Yard: An accessory building may be located in a rear yard no closer than six feet (6') from the dwelling or main building and no closer than three feet (3') from the side or rear property line or boundary, except as required in subsection B5 of this section.

5. Minimum Setback: The minimum setback from property lines or boundaries for accessory buildings or structures exceeding sixteen feet (16') in height shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').

C. All buildings shall be separated by a minimum distance of six feet (6'). (Ord. 2007-02, 1-16-2007)

17.48.120: PROJECTIONS INTO YARDS:

The following may be erected on or projected into any required yard space in R-M zones:

A. Fences and walls in conformance with city ordinances.

B. Agricultural crops and landscape elements, including trees, shrubs and other plants.

C. Utility or irrigation equipment or facilities.

D. Decks not more than two feet (2') in height.

E. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.

F. Chimneys; fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard. (Ord. 2007-02, 1-16-2007)

17.48.130: PARKING AND ACCESS:

Parking areas and vehicle access in residential zones shall meet the requirements of title 16, chapter 16.26 of this code. Recreational vehicle parking in multiple-family, condominium or PUD developments shall only be provided in a screened area designated for such parking. (Ord. 2007-02, 1-16-2007)

17.48.140: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in R-M zones. A permit shall be obtained from the community development department prior to construction of any fence in the R-M zones. An application form and the location, height and description of the proposed fence shall be submitted for review.

A. Utility Screening: In nonsingle-family residential developments requiring conditional use approval in R-M zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.

B. Incompatible Land Use Screening: Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as determined with development approval.

C. Rear And Side Yard Fencing: A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

D. Front Yard Fencing: A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right of way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right of way or sidewalk but may not exceed three feet (3') in height. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the four foot (4') fence panel.

E. Clear Vision: Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the city engineer based upon traffic speeds, flow, volumes and other traffic related variables.

F. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right of way in R-M zones shall be constructed according to standards found in section 16.04.200 of this code. (Ord. 2009-12, 3-16-2009)

17.48.150: ARCHITECTURAL STANDARDS:

The following exterior materials and architectural standards are required in R-M zones:

A. Each dwelling in R-M zones shall be constructed with brick or stone in the minimum amount of two feet (2') times (x) perimeter of the foundation (including garage). Dwellings shall be constructed with a minimum six to twelve (6:12) roof pitch and a minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) for each single-family dwelling unit. Attached dwellings shall be constructed with a minimum one car garage (minimum 12 feet by 22 feet, or approximate approved equivalent) per dwelling unit.

B. All building materials shall be high quality, durable and low maintenance.

C. All facades of multi-family dwellings containing four (4) units or more shall receive similar design treatment. Architecture of multi-family dwellings is subject to the review and approval of the city.

D. Signs shall meet requirements of chapter 16.36 of this code and shall be constructed of materials which are consistent with the buildings which they identify.

E. The minimum total floor area, finished and unfinished, of any single-family dwelling in R-M zones shall be two thousand four hundred (2,400) square feet. The minimum total floor area of each unit in a two-family or multi-family dwelling shall be one thousand four hundred (1,400) square feet.

F. Main buildings in R-M zones may not exceed thirty five feet (35') in height. Accessory buildings may not exceed twenty five feet (25') in height.

G. The exteriors of all multi-family dwellings shall be properly maintained by the owners.

H. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2007-02, 1-16-2007)

17.48.160: LANDSCAPING AND OPEN SPACE:

A. The front and street side yards of single-family lots shall be landscaped and properly maintained with lawn or other acceptable plant material unless otherwise approved with a conditional use permit.

B. The minimum gross land area of a PUD, condominium or multi-family residential development to be preserved as open space in R-M zones shall be as follows:

Zone	Required Open Space
R-M 5	12 percent
R-M 6	14 percent
R-M 7	16 percent
R-M 8	18 percent

The open space, if not dedicated to the city, will be labeled and recorded as a lot or lots in a subdivision, as common area in a condominium or as a perpetual open space easement to be jointly owned and properly maintained as open space and/or recreation by an owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the city. Required yard areas may not be counted as open space. The city may determine the location of open space in consideration of topography, drainage or other land features. Open space shall include recreational improvements such as play courts, swimming pools, tot lots, picnic areas and walking paths. The city may determine the acceptability of proposed recreational amenities before a site plan, plat or condominium is approved. The city may require a cash bond to guarantee installation of the open space improvements. All open spaces shall be preserved and properly maintained by the owners.

C. All areas of developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.

D. In PUD, condominium, multi-family and nonresidential developments, a minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped common areas, excluding landscaped sports or play areas, is required. A minimum of thirty percent (30%) of required trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be minimum two inch (2")

caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

E. All collector street and other public and private park strips in R-M zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval.

F. Required trees may not be topped nor may any required landscape material be removed in R-M zones without city approval. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

G. In multi-family and nonresidential developments in R-M zones, the following landscaping requirements shall apply:

1. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of parking rows. Said planters shall be at least five feet (5') wide.

2. Minimum five foot (5') landscaped planters shall be provided along street sides of building foundations, except at building entrances.

3. All landscaped areas shall be curbed.

H. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required open space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

I. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.

J. All landscaped areas, including adjoining public right of way areas not maintained by the city, shall be properly irrigated and maintained by the owners. (Ord. 2007-02, 1-16-2007)

17.48.170: LIGHTING:

The following lighting requirements shall apply in R-M zones:

A. A lighting plan shall be submitted with all new developments in R-M zones. Where required by the city, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.

C. Lighting fixtures on public property shall be architectural grade. A single streetlight type, approved by the city council and city engineer, will be used on the same street. (Ord. 2007-02, 1-16-2007)

17.48.180: PLANNED UNIT DEVELOPMENT AND CONDOMINIUM:

As used in this chapter, "planned unit development (PUD) and condominium project" shall mean any residential development in the R-M zone approved by the city which meets the following criteria:

A. A PUD or condominium project may be allowed only with a conditional use permit in the R-M zone. Uses allowed in a PUD or condominium project shall be the same as those allowed in the R-M zone.

B. Each PUD or condominium project shall contain a minimum of five (5) acres.

C. The maximum gross residential density in a PUD or condominium project shall be as provided in section 17.48.070 of this chapter.

D. The minimum area, yard, width, frontage and other dimensional requirements of the R-M zone may be altered in a PUD or condominium project.

E. Architectural standards of this chapter for dwellings in the R-M zone may be altered in PUDs and condominium projects provided that the proposed architectural style and design of the dwellings clearly surpasses and is unique to that of other dwellings in neighboring residential developments.

F. Public and private street construction improvements in PUDs and condominium projects shall be constructed according to public street construction widths, cross section, and construction standards. Street widths, curbs, and pavement/subbase shall be designed and built as required in subsection 16.04.180A of this code.

G. For private streets, setbacks shall be measured from the back of the curb.

H. Two (2) parking spaces minimum, per unit shall be provided for all dwelling units within the PUD or condominium project. At least one space per unit shall be covered. One space per every four (4) dwelling units shall be provided for guest parking. Parking spaces shall be scattered throughout the project, so as to minimize the walking distance to the dwelling units. This requirement may be waived by the planning commission if the applicant can show that the design of the project makes this requirement unnecessary.

I. Before final plat approval, all PUD or condominium projects shall have approved by the staff of the city of South Jordan and recorded with the Salt Lake County recorder's office, a declaration of restrictive covenants containing, at a minimum, provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission. Said restrictive covenants shall also comply with section 17.04.300 of this title. (Ord. 2007-02, 1-16-2007)

17.48.190: OTHER REQUIREMENTS:

The following requirements shall apply in R-M zones:

A. Developers of condominium or PUD projects shall submit a proposed declaration of covenants to the city attorney for review, including, if requested by the city attorney, an opinion of legal counsel licensed to practice law in the state, that the condominium or PUD meets requirements of state law, and record the covenants with the condominium or PUD plat for the project.

B. All improvements in PUDs and other developments, including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the city or accepted for ownership or maintenance by the city shall be perpetually owned by the owners and maintained by the owners or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the city.

C. All developments shall be graded according to the city engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.

D. All private areas of lots or parcels shall be properly maintained by the owners.

E. A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the city. (Ord. 2007-02, 1-16-2007)

Exhibit C

Resolution R-2011-48 Authorizing the Mayor to Sign the Development Agreement

(Signed copy to be inserted)

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Resolution R-2011-48

A RESOLUTION AUTHORIZING THE SOUTH JORDAN CITY MAYOR TO SIGN THE "DEVELOPMENT AGREEMENT" BY AND BETWEEN THE CITY OF SOUTH JORDAN AND WHITMARK, LLC.

WHEREAS, the City of South Jordan is a municipal corporation and a political subdivision of the State of Utah authorized to enter into development agreements that it considers necessary or appropriate for the use and development of land within the City under Utah Code Ann. § 10-9a-102 et seq; and

WHEREAS, the City of South Jordan has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, now the land use amendment and rezone proposal is comprised of three parcels and include approximately 12.52 acres of property; and

WHEREAS, the developer now desires to enter into the agreement, by proposing to develop the property in manner consistent with the terms of the agreement and the City Ordinances; and

WHEREAS, the South Jordan City Council finds it in the best interest of the public health, safety, and welfare to enter into a development agreement with Whitmark, LLC for the orderly development of the Whitmark development.

NOW, THEREFORE, be it resolved the City Council of South Jordan City, Utah as follows:

SECTION 1. Authorization to Sign. South Jordan City Mayor William Kent Money is authorized to sign the Development Agreements by and between South Jordan City and Whitmark, LLC.

SECTION 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts, provisions and words of this Resolution shall be severable.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 6 DAY OF Dec., 2011 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Brian C. Butters	X	___	___	___
Kathie L. Johnson	X	___	___	___
Larry Short	X	___	___	___
Aleta A. Taylor	X	___	___	___
Leona Winger	X	___	___	___

W. Kent Money, Mayor

ATTEST: Anna M. West
Anna M. West, City Recorder

City of South Jordan CORPORATE SEAL State of Utah

Exhibit D

RESOLUTION R2011-41 Amending the Future Land Use Map

(Signed copy to be inserted)

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RESOLUTION R2011-41

A RESOLUTION AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF SOUTH JORDAN CITY.

WHEREAS, the Future Land Use Plan Map of the General Plan has previously been adopted by the City Council of South Jordan City; and

WHEREAS, an amendment to the Future Land Use Plan Map has been proposed as described in Exhibit A; and

WHEREAS, in accordance with law, public hearings have been held by the Planning Commission and City Council in South Jordan City to present the proposed amendment to the Future Land Use Plan Map of the General Plan and to receive comments from the public, which comments were considered by the Planning Commission and City Council; and

WHEREAS, in accordance with principles of sound municipal planning, the City Staff, the City Planning Commission, and the City Council have taken into account the impact the proposed land use amendment will or may have on existing adjacent development projects, and to the extent legally permissible or practical, the City Staff, Planning Commission and Council have taken reasonable steps to ensure that the proposed land use amendment is in harmony with density, permitted uses, and other components of existing adjacent development project entitlements; and

WHEREAS, it has been determined that to promote the orderly growth of South Jordan City, to preserve property values, and to promote the public health, safety and general welfare of the residents of South Jordan City, the Future Land Use Plan Map of the General Plan should be amended to designate as *Medium Density Residential*, property located at approximately *3200 West and South Jordan Parkway.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Amendment and Adoption. The South Jordan City Council hereby adopts the proposed amendment to the Future Land Use Plan Map of the General Plan as follows:

SEE ATTACHED EXHIBIT "A"

Section 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 6 DAY OF December, 2011 BY THE FOLLOWING VOTE.

	YES	NO	ABSTAIN	ABSENT
Brian Butters	X	___	___	___
Kathie L. Johnson	X	___	___	___
Larry Short	X	___	___	___
Aleta A. Taylor	X	___	___	___
Leona Winger	X	___	___	___

W. Kent Money, Mayor

ATTEST: Anna M. West
Anna M. West, City Recorder

City of South Jordan CORPORATE SEAL State of Utah

Exhibit E

Ordinance 2011-08-Z Enacting the Zone Change

(Signed copy to be inserted)

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ORDINANCE NO. 2011-08-Z

AN ORDINANCE AMENDING THE REVISED ORDINANCES OF SOUTH JORDAN, AS AMENDED, CHANGING THE ZONING MAP FROM R-M-4 TO R-M-7 ON PROPERTY LOCATED AT 3200 WEST AND SOUTH JORDAN PARKWAY, STEVE BROADBENT, APPLICANT.

WHEREAS, the City Council has adopted a Zoning Map for the City: and

WHEREAS, the South Jordan Planning Commission has reviewed and made recommendations concerning this rezoning; and

WHEREAS, the City Council has held a public hearing concerning the proposed Zoning Map amendment; and

WHEREAS, in accordance with principles of sound municipal planning, the City Staff, the City Planning Commission, and the City Council have taken into account the impact the proposed rezoning will or may have on existing adjacent development projects, and to the extent legally permissible or practical, the City Staff, Planning Commission and Council have taken reasonable steps to ensure that the proposed rezoning is in harmony with density, permitted uses, and other components of existing adjacent development project entitlements; and

WHEREAS, the City Council has found and determined that the proposed amendment to the Zoning Map will help to implement the General Plan of the City; and

WHEREAS, the City Council has determined that said amendment will stabilize or improve property values and enhance the public health, safety and welfare;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN:

SECTION 1. That Ordinance No. 7-1-1 entitled, Zoning Ordinance of South Jordan, Utah, as the ordinances of the City of South Jordan, is amended as follows:

The property described in Application REZ-2011.09 filed by Steve Broadbent and located in the City of South Jordan, is hereby reclassified from R-M-4 to R-M-7, said property being described as follows:

The land use amendment and the rezone request encompass all three aforementioned parcels and are described as:

PARCEL I – 27-17-200-003

DESCRIPTION: BEG S 0¬01' W 1469 FT & N 89¬37'45" W 33 FT FR NE COR SEC 17, T 3S, R 1W, SLM; S 0¬01' W 120 FT; N 89¬37'45" W 330 FT; N 0¬01' E 120 FT; S 89¬37'45" E 330 FT TO BEG. 0.91 AC.

PARCEL II – 27-17-200-031

DESCRIPTION: BEG AT THE NW COR OF LOT 301, JONES MEADOWS PH 3 SUB; E 699.01 FT; N 329.99 FT M OR L; N 89^58'44" W 10.97 FT M OR L; N 0^01'16" E 161.70 FT M OR L; N 89^37'45" W 330 FT; N 0^01' E 120 FT; S 89^37'45" E 330 FT; N 0^01'16' E 12.72 FT M OR L; N 44^27'50" W 41.40 FT; S 89^59'54" W 213.25 FT; N 86^00'52" W 93.48 FT M OR L; SW'LY ALG A 7447 FT RADIUS CURVE TO L 307.72 FT; SW'LY ALG A 19.50 FT RADIUS CURVE TO L

PARCEL III – 27-17-278-014

DESCRIPTION: BEG AT THE NE COR LOT 342, JONES MEADOWS PH 3 SUB; W 240 FT; N 0^06'27" W 307.11 FT; N 5^13'26" E 160.82 FT; N 89^55'14" E 225.18 FT; S 0^04'46" E 245.25 FT M OR L TO BEG.

SECTION 2. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. This Ordinance shall become effective immediately upon publication posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 6th DAY OF December, 2011 BY THE FOLLOWING VOTE.

	YES	NO	ABSTAIN	ABSENT
Brian Butters	X			
Kathie L. Johnson	X			
Larry Short	X			
Aleta A. Taylor	X			
Leona Winger	X			

City of South Jordan CORPORATE State of Utah

W. Kent Money, Mayor

ATTEST: Anna M. West
Anna M. West, City Recorder

Exhibit F

Declaration of Restrictions of Harvest Crossing Villas

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DECLARATION OF RESTRICTIONS

OF

HARVEST CROSSING LEGACY VILLAS

RECORDING REQUESTED BY:

HARVEST CROSSING LEGACY VILLAS HOME OWNERS ASSOCIATION, Inc.

AND WHEN RECORDED, MAIL TO:

HARVEST CROSSING LEGACY VILLAS
c/o Whitmark Development, LLC
9980 South 300 West, Suite 300
Sandy, Utah 84070

(Space Above For Recorder's Use Only)

DECLARATION OF RESTRICTIONS

OF

HARVEST CROSSING LEGACY VILLAS

A 55+ SENIOR COMMUNITY

EACH DWELLING MUST BE OCCUPIED BY AT LEAST ONE PERSON AGE 55 OR OLDER
EACH ADDITIONAL PERSON RESIDING WITH THE SENIOR CITIZEN MUST BE 45 YEARS OF AGE
WITH CERTAIN SPECIFIED EXCEPTIONS. SEE SECTION 9.2 FOR DETAILS

THE PROJECT IS A PLANNED DEVELOPMENT

THE PROJECT IS NOT A COMMON INTEREST DEVELOPMENT

THE NAME OF THE ASSOCIATION IS

HARVEST CROSSING LEGACY VILLAS HOME OWNERS ASSOCIATION, INC.

DECLARATION OF RESTRICTIONS
OF
HARVEST CROSSING LEGACY VILLAS HOME OWNERS ASSOCIATION, INC.

Table of Contents

Article 1. Definitions.

1.1 "Articles" means the Articles of Incorporation of the Harvest Crossing Legacy Villas Home Owners Association, Inc. as such Articles may from time to time be amended.

1.2 "Association" means the Harvest Crossing Legacy Villas Home Owners Association, Inc.

1.3 "Board of Directors" or "Board" means the Board of Directors of the Association.

1.4 "Bylaws" means the Bylaws of the Association as may be amended or adopted from time to time.

1.5 Declaration means this instrument, as it may be amended from time to time.

1.6 Governing Documents means this Declaration, Articles, Bylaws and Rules and Regulations of the Association.

1.7 Improvement includes, without limitation, the construction, installation, alteration, or change in exterior color of paint or roofing material, or remodeling of any buildings, or structures of any kind, or addition of any external equipment, any changes to front of homes, walls, decks, fences, landscaping or landscape structures, or the installation of skylights, solar heating equipment, antennas, or any structure of any kind. "Improvement" shall not be interpreted to include projects that are restricted to the interior of any Living Unit, except where such projects affect the structural integrity of the exterior walls or roof.

1.8 Living Unit means a private, single-family dwelling constructed on a Lot. The Living Unit located upon a Lot is one-half of a duplex structure sharing a common Party Wall located upon the lot line with a like Living Unit located upon an adjoining Lot.

1.9 Lot means any parcel of real property designated by a number on Subdivision Map. When appropriate within the context of this Declaration, the term "lot" shall also include the Residence and other improvements constructed on a Lot.

1.10 Member means every person or entity who holds a membership in the Association, and, except where the context implies otherwise, is synonymous with the term "Owner".

1.11 Owner means any person, firm, corporation or other entity that owns a fee simple interest in any Lot. When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust.

1.12 Owner of Record and Member of the Association means any person(s), partnership, trustee, firm, corporation or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder of Salt Lake County.

1.13 Party Wall means any wall of a Living Unit and any fence located on a property line dividing adjacent Lots, which wall is commonly used by such Lot and the adjoining Lot. Living Units within the Properties also share a common roof.

1.14 Properties means all parcels of real property described in the Preamble of this document, together with all buildings, structures, utilities, and other improvements located thereon, and all appurtenances thereto.

1.15 Quorum means a majority of Owners entitled to vote upon a matter.

Article 2. Association.

2.1 Name. The name of the Association is Harvest Crossing Legacy Villas Home Owners Association, Inc. The Association has been formed for the primary purpose of enforcing the Governing Documents and otherwise to enhance and promote the use, enjoyment, appearance and value of the Properties.

2.2 Powers and Authority of the Association. The Association and its Board of Directors shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of this Declaration and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. Without limiting the generality of the foregoing, the Association shall be responsible for enforcing the provisions of the Governing Documents, of managing, maintaining and protecting the status of the Properties as a senior citizen housing development and of discharging such other duties and responsibilities as are imposed on the Association by this Declaration and the Bylaws. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of Utah subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration and the Bylaws.

2.3 Compensation. The members of the Board shall receive no compensation for services rendered other than reimbursement for expenses incurred in the performance of their duties as directors.

2.4 Membership. Every Owner of a Lot, upon purchasing such Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his or her ownership ceases, at which time the membership in the Association shall automatically cease. Memberships in the Association shall not be transferable, except to the Person to whom title to the Lot has been transferred. A membership in the Association may not be separated from the fee ownership of such Lot. Ownership of a Lot is the sole qualification for membership in the Association.

2.5 Voting Rights of Membership. The Association has one class of membership. Each Member of the Association is entitled to one vote for each Lot owned by said Member. When more than one person holds an interest in any Lot, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Lot. Voting rights may be suspended for non-payment of assessments, after written notice to the Owner, for as long as the delinquency continues. Voting rights may be suspended for violations of provisions of this Declaration, the Bylaws or the Association Rules after Notice and Hearing as provided in section 12.2 of this Declaration.

2.6 Adoption and Amendment of Rules and Regulations. Association Rules and Regulations

regulating the use of the Properties, not inconsistent with the provisions of this Declaration or the Bylaws, may be adopted or amended from time to time by the Board. Provided, however, that no rule or amendment to a rule shall be effective until 30 days after the rule has been communicated to the members in writing; i.e., new rule takes affect 30 days after notification. If, within said 30 day period five percent (5%) or more of the members petition the Board for a Member vote regarding such rule, the rule shall not become effective until and unless the Members approve the rule. No rule once rejected by the Members shall be thereafter enacted without the approval of the Members. Once adopted and distributed to Members, Association Rules shall have the same force and effect as if set forth in this declaration.

2.7 Delegation of Powers. The Board may delegate its authority hereunder to such committees as the Board, in its sole discretion, deems advisable. Any such committee may be composed entirely of Board Members or of Board Members and/or Association members who are not Board Members. The Board shall establish the rules and procedures of such committees.

Article 3. Assessments.

3.1 Covenant For Assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments to the Association for the operation and activities of the Association. Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot against which such assessment is made upon the recording of a Notice of Delinquent Assessment as provided in section 3.4 below and shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of a Lot or by an offer to waive the benefits of Association membership.

3.1.1 Annual Assessment.

(a) The fiscal year of the Association shall be the calendar year. The assessment for the year 2012 shall be _____ ($XXX.00). The amount to be assessed in future years shall be established by the Board in accordance with the provisions of this section 3.1.1.

(b) Annual Assessments shall be equally assessed against all Lots.

(c) Annual assessments shall be due, in full, on April 1 of each year, unless the Board determines otherwise and gives written notice to all Members of the due date.

(d) Not later than December 1 of each year, the Board shall establish the amount of the Annual Assessment for the following fiscal year in an amount not greater than the Maximum Annual Amount as calculated in (f) below. The Board shall notify all members of any change in the assessment for the next fiscal year at least thirty (30) days prior to the beginning of the fiscal year.

(e) Not later than December 1 of each year, the Board shall notify all Members of the Annual Assessment for the following fiscal year. The annual assessment shall not exceed the Maximum Annual Assessment. If the Board fails to so notify Members, then the Annual Assessment shall remain unchanged from the prior fiscal year.

(f) The initial Maximum Annual Assessment is $XX.00. The Maximum Annual Assessment may be increased only as follows:

(i) With the consent of a majority of the Members casting votes at a duly held meeting of the Association at which a quorum is present or a duly held election of the Association where the votes cast equal or exceed the number of votes necessary for a quorum.

(ii) The Maximum Assessment may be adjusted each year for inflation by using the Consumer Price Index, but only if the Board, at least thirty (30) days prior to the beginning of the fiscal year (December 1), sends to each member a proposed budget or summary thereof for the upcoming fiscal year which justifies such increase. If such a notification is not made, the assessment amount due for the prior year shall continue.

3.1.2 Special Assessments. No Special Assessment shall be imposed without the consent of a majority of the Members casting votes at a duly held meeting of the Association at which a quorum is present or a duly held election of the Association where the votes cast equal or exceed the number of votes necessary for a quorum.

3.1.3 No Offsets. All assessments shall be payable in the amounts specified by the Association and no offsets against such amount shall be permitted for any reason including, without limitation, a claim that the Association is not properly exercising its duties of operation or enforcement.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners, enforcement of the provisions of the Governing Documents, protection of the status of the Properties as a senior citizen housing development and keeping the Properties in a neat, sanitary and attractive condition. The Board shall have exclusive control of said funds.

3.3 Effect of Nonpayment of Assessments. An Assessment, or installment thereof, shall be delinquent if not paid within fifteen (15) days of the due date set forth in section 3.1.1(c). A late charge ten dollars ($10.00), to compensate the Association for increased bookkeeping, billing, and administrative costs of dealing with late payments, shall be imposed. Additionally, interest at the rate of ten percent (10%) per annum shall be charged with respect to any Assessment or installment thereof not paid within 30 days of the date due.

3.4 Notice of Delinquent Assessment. The amount of any delinquent Assessment, together with any late charges, interest, costs, and attorneys' fees incurred in the collection thereof, shall be a lien upon the Lot assessed.. Such lien shall be executed by an authorized representative of the Association, setting forth: (i) the amount of the delinquent assessment(s) and-other sums duly imposed pursuant to the Governing Documents together with all sums that shall thereafter be assessed or become due prior to the lien being paid in full, (ii) the legal description of the Lot, (iii) the name of the Owner of Record of such Lot, (iv) the name and address of the Association, and (v) the name and address of the trustee authorized by the Association to enforce the lien by sale. The lien may be enforced in any manner permitted by Utah Law. Upon payment in full of the sums specified in the Notice of Delinquent Assessment plus any sum that has thereafter become due, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Board, to cover the cost of preparing and recording such

release.

3.5 Remedies Available to the Association. The Association may initiate a legal action against the Owner personally obligated to pay the delinquent assessment, foreclose its lien against the Owner's Lot, accept a deed in lieu of foreclosure or pursue any other remedy authorized by law. In the event of a default in payment of any assessment, the Association, in its name but acting for and on behalf of all other Owners, may initiate legal action, in addition to any other remedy provided herein or by law, to recover a money judgment or judgments for unpaid assessments, costs and attorneys' fees without foreclosure or waiver of the lien securing same.

3.6 Cumulative Remedies. The assessment lien and the rights to foreclosure and sale there under are in addition to and not in substitution of other rights and remedies which the Association may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments.

3.7 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this article 3, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any Recorded First Deed of Trust (meaning any deed of trust with first priority over other deeds of trust) upon a Lot made in good faith and for value; provided that after such Beneficiary or some other Person obtains title to such Lot by judicial foreclosure or by means of the powers set forth in such Deed of Trust, such Lot shall remain subject to the Declaration and the payment of all installments of Assessments accruing subsequent to the date such Beneficiary or other Person obtains title.

3.8 Priority of Assessment Lien. The lien of the assessments, including interest and costs (including attorneys' fees), provided for herein shall be subordinate to the lien of any first Mortgage upon any Lot made in good faith and for value. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments only as to payments that became due prior to such sale or transfer.

Article 4. Maintenance Obligations of Owners.

It is the obligation of each Owner, at such Owner's sole cost and expense, subject to the provisions of this Declaration requiring Board approval, to maintain, repair, replace and restore all Improvements located on his or her Lot and the Lot itself, in a neat, sanitary and attractive condition. It is the obligation of owners to maintain Party Walls in which they have an interest. Each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except that windows can be covered only by drapes, shutters, blinds, curtains or shades and cannot be painted or covered by foil, wood, cardboard, or other similar materials. Owner maintenance responsibilities include, but are not limited to, replacement of an Owner's Living Unit in the event of destruction by fire or otherwise and the repair and replacement of the plumbing, cooling and heating systems and related mechanical and electrical equipment which serve the Lot of such Owner. If any Owner permits any Improvement on his or her Lot to fall into disrepair or to become unsafe, unsightly or unattractive, including the driveway, the Board has the right: (a) after Notice and Hearing, to enter upon such Lot, but not into the residence upon the Lot, and perform such maintenance or repair as is, in the opinion of the Board, necessary or desirable (in the event of an emergency to protect persons or property, the right of entry shall be immediate); (b) to file a Notice of Breach, if such notice is permitted by law,

or (c) seek any remedies at law or in equity which it may have, and the costs incurred by the Association in acting under (a) – (c) shall be charged to the owner of the Lot and shall be subject to collection as an Assessment, enforceable as set forth in article 3 of this Declaration.

Article 5. Damage and Destruction Affecting Living Units -- Duty to Rebuild.

If all or any portion of any Living Unit is damaged or destroyed by fire or other casualty, it is the duty of the Owner of such Lot to rebuild, repair or reconstruct the Living Unit on such Lot in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the Board. The Owner of any damaged Living Unit shall be obligated to proceed with all due diligence to effect repair, and such Owner shall cause reconstruction to commence within three (3) months after the damage occurs and to be completed within nine (9) months after damage occurs, unless prevented by causes beyond reasonable control of the Owner.

Article 6. Insurance.

6.1 Owners To Provide Own Insurance. The Association does not carry insurance protecting Lots and homes from fire or other casualties. Each Owner will obtain and maintain, at his or her own expense, fire and casualty insurance coverage in an amount of at least 80% of the replacement value of the Living Unit, with respect to damage or destruction to improvements on the Owner's Lot.

6.2 Association Insurance. The Association may obtain and maintain one or more policies of insurance which includes coverage for individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers or directors. The Board in its sole discretion shall determine limits of liability of this insurance. The Board may purchase such other insurance and fidelity bonds, as the Board, in its sole discretion, deems necessary or desirable.

Article 7. Party Walls.

7.1 General Rules of Law to Apply. Each wall of a Living Units located on a dividing line between Lots, and each such fence, shall constitute a "Party Wall," and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each Owner of a Living Unit attached to a Party Wall has a mutual and reciprocal easement in and to the interior portion of said Party Wall that is located upon the adjoining Owners' property. Nothing shall be altered or constructed on or removed from the party wall except upon the written consent of the Owners of both Living Units sharing the common wall. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in equal proportion to such use.

7.2 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in equal proportion without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions of this section, to the extent that such damage is not covered and

paid by the insurance provided for herein, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection

7.3 Arbitration. All disputes concerning Party Walls shall be subject to binding arbitration. In any such arbitration, the Board, or an impartial person or persons appointed by the Board, shall act as arbitrator. The costs of such arbitration, including reasonable attorney fees, shall be allocated between the parties as determined by the arbitrator.

Article 8. Maintenance of Landscaping.

Each Owner of a Lot shall maintain the landscaping on the Lot in a neat and clean condition. Each Owner shall at all times maintain his or her Lot free and clear of weeds and debris.

Article 9. Use Restrictions.

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions:

9.1 Single Family Residence; Limit on Number of Residents. Each Lot shall be used as a residence for a single-family living unit. Because of the small size of the Living Units within the Properties, the nature of the construction of the Living Units, the close proximity of the Living Units to each other, the Senior character of the Properties and the very limited vehicular parking that is available, the total number of residents permitted to permanently reside within a Living Unit shall not be more than a number equal to one person per bedroom, plus one resident for the remainder of the Living Unit as originally constructed . All homes in the Properties were originally constructed with two (2) bedrooms. Thus the maximum number of persons permitted to reside on any Lot is three (3). In exceptional circumstances, where it is determined that permitting an additional person will have no adverse impact, the Board may grant permission for not more than one additional person to permanently reside within a Living Unit, but only after Notice and Hearing, with notice to Owners of Lots located within 500 feet of the residence where it is proposed the additional resident be permitted. No Living Unit may be modified so as to increase the number of bedrooms to in excess of the number of bedrooms as originally constructed. No accessory living unit ("Granny Flat") may be constructed upon any Lot.

9.2 Senior Citizen Occupancy. Each Lot shall be occupied only by a "Qualifying Resident" and/or a "Qualified Permanent Resident." If a Qualifying Resident is residing upon a Lot, then a person meeting any of the criteria listed in subsections 9.2.2(b) and 9.2.3, below, may also reside on the Lot with such Qualifying Resident. These terms are defined as follows:

9.2.1 "Qualifying Resident" or "Senior Citizen" means a person 55 years of age or older.

9.2.2 "Qualified Permanent Resident" means a person who meets both of the following Requirements:

(a) Was residing with a qualifying resident or a senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying

resident or senior citizen.

(b) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

9.2.3 Disabled Persons. "Qualified Permanent Resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in section 9.2 who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision. A "disabling injury or illness" means an illness or injury that results in a condition meeting the definition of disability set forth in subdivision.

(a) For any person who is a Qualified Permanent Resident under this paragraph whose disabling condition ends, the Board may require the formerly disabled resident to cease residing within the Properties upon receipt of six months' written notice; provided, however, that the Board, in its sole discretion, may allow the person to remain a resident for up to one year after the disabling condition ends.

(b) The Board may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident under this section 9.2.3 if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

(i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident parent or grandparent of that person.

(ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the Board in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

9.2.4 Age Restriction Definitions. For the purpose of this section 9.2, the following definitions apply:

(a) "Cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners.

(b) "Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the Living Unit as a permitted resident in the absence of the

senior citizen from the Living Unit only if both of the following are applicable:

(i) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatments and expects to return to his or her residence within 90 days from the date the absence began.

(ii) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development. Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.

9.2.5 Guests. Notwithstanding any other provision of this section 9.2, a person of less than 55 years of age, who is not a Qualified Permanent Resident, may reside in a Living Unit as the guest of a Qualifying Resident or Qualified Permanent Resident for not more than 90 days in any year.

9.2.6 Death, Dissolution of Marriage or Hospitalization. Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any Qualified Permanent Resident shall be entitled to continue his or her occupancy, residency, or use of the Living Unit as a permitted resident. This subdivision shall not apply to a permitted health care resident.

9.2.7 Required Survey Forms. Upon request of the Board, each occupant of a Lot shall complete a survey form with age verification and picture identification, in such form as required by the Board, attesting to their qualifications to reside in the Properties pursuant to the provisions of this section 9.2, and shall further provide such documentation as the Board may require verifying the ages of each resident. Further, upon request by the Board, each resident of a Lot shall produce such documentation as may be required by the Association to establish that the association qualifies as a "senior citizen housing development" or "housing for older persons" under applicable provisions of Utah and federal law, including but not limited to, affidavits and other documents to verify the age of residents. A new survey must be completed every two (2) years.

9.2.8 Restriction on Baby-Sitting. No day care, baby-sitting or like activity involving persons not entitled to occupancy under this section 9.2, whether or not for compensation, shall be permitted on a regular or continuing basis.

9.2.9 Compliance with State and Federal Laws. The provisions of this section 9.2 are intended to comply with the requirements of Utah Civil Code and the provisions of the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et. seq.) as amended ("Acts"). To the extent any provision hereof is inconsistent with the provisions of the Acts, the provisions of such Acts shall prevail.

9.2.10 Federal 80% Limitation. For so long as the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et. seq.), as amended from time to time, requires at least 80% of all Living Units to be occupied by at least one person age 55 or older, if circumstances should arise whereby the allowance hereunder of the right of a person under age 55 to reside in a Living Unit in the absence of a senior citizen threatens to cause fewer than 80% of all Living Units to be occupied by at least one person age 55 or older, the Board may refuse to permit such residency by a Qualified Permanent Resident in the absence of a Senior Resident even though otherwise authorized hereunder.

9.2.11 Amendments of Age Restriction Provisions to Comply With Changes in the Law. Notwithstanding any other provision of this document, the Board shall be entitled to amend this section 9.2 and such other provisions of the Governing Documents as may be necessary to comply and conform to such provisions of the Acts as will permit the Properties to retain its status as a "Senior Citizen Housing Development" and "Housing for Older Persons", without the approval of the Members.

9.3 Renting of Residential Units.

9.3.1 Right to Rent Living Unit. Each owner shall have the right to lease or rent his home, provided that 1) such lease or rental agreement does not exceed the Rental Cap (i.e. 25% Rented Units limit stipulated under section 9.3.2 below); and 2) is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and rules and regulations of the Board. The failure to comply with the provisions of these documents shall be a default under the lease or rental agreement. The Owner must provide the tenant with a copy of the Declaration, the Bylaws and rules and regulations and submit to the Association a signed statement acknowledging their receipt within ten (10) days of execution of the lease or rental agreement. No owner shall lease or rent a home for transient or hotel purposes.

9.3.2 Rental Cap. Harvest Crossing Legacy Villas shall be primarily an Owner-Occupied community. A minimum 80% of existing Living Units will be Owner-Occupied; the maximum number of Rentals allowed shall not exceed 20%.

9.3.3 Duty of Owner to Provide Information Regarding Tenants. All rentals shall be subject in all respects to the Governing Documents and the rental agreement shall provide that failure to comply with any provision of the Governing Documents shall constitute a material default under the terms of the lease or rental agreement. Within thirty (30) days of renting property in Harvest Crossing Legacy Villas, the Owner shall notify the Association in writing of: (a) the names and ages of all tenants (who shall all satisfy the requirements of section 9.2), tenant's phone number and persons occupying such Lot (to be no more occupants than permitted in section 9.1, and (b) the address and telephone number where such owner can be reached. Further, if a non-resident Owner of a Lot moves, within thirty (30) days thereafter, such Owner shall notify the Association, in writing, of his or her new address and telephone number.

9.4 No Business or Commercial Activity. No part of the Properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such nonresidential purposes. The provisions of this section shall not preclude: (a) professional, administrative and like occupations without any external evidence thereof, for so long as such occupations are conducted in conformance

with all applicable governmental ordinances and are merely incidental to the use of the Living Unit as a residential home, (b) the leasing or renting of a Living Unit for residential purposes to persons meeting the age and numerical requirements of sections 9.1 and 9.2 above, for periods of thirty (30) days or more, or (c) the use of a Lot as an office for the conducting of Association business.

9.5 Nuisances. No noxious or offensive activities (including but not limited to the repair of motor vehicles, except in emergencies) shall be carried on upon the Properties. No Owner shall allow interior furniture, furnishings or other personal belongings of such Owner to remain outside the Living Unit, where it may be visible from the streets within the Properties or adjacent Lots, except as authorized by the Board. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Living Unit and its contents, shall be placed or used on the Properties. No junk vehicle (including, without limitation, any vehicle that is inoperable, or not currently registered with DMV, dilapidated, materially damaged, or has broken windows) shall be permitted within the properties. No vehicle shall be parked on the Lot except in the driveway or garage or, with the written permission of the Association, behind the front setback line of the Living Unit, provided any vehicle parked behind or beside the house shall be screened from view. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Properties, or on any public street abutting the Properties, or exposed to the view of other Owners without the prior written approval of the Board. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance, including but not limited to, barking dogs, noisy vehicles and power equipment. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting his or her Lot.

9.6 Usage of Units. Nothing shall be done or kept in any Living Unit or upon any Lot that will increase the rate of insurance on the total building. No Owner shall permit anything to be done or kept in his or her Living Unit which will result in the cancellation of insurance on the total dwelling, or which would be in violation of any law. Nothing shall be done in any Living Unit or upon any Lot that would structurally impair the building or which would structurally change the building, except as otherwise provided in this Declaration.

9.7 Signs, banners and displays. No sign, poster, display, lights, banners, flags, flagpoles or other like device, whether commercial or non-commercial, shall be erected upon any Lot or the public rights of way within the properties, either temporarily or permanently, except, in accordance with Civil Code, (a) one (1) sign upon a Lot advertising the Lot for sale, lease or exchange, (b) house numbers, traffic and other signs approved by the Board, (c) Neighborhood Watch signs and other security signs in accordance with rules adopted by the Board and (d) temporary garage sale signs, political signs and holiday displays in accordance with rules adopted by the Board, (e) a U.S. flag, of a size not to exceed fifteen (15) square feet in size, may be displayed upon a living unit or from a pole of not more than four (4) feet attached to the home by a bracket. Such displays shall be in accordance with recognized flag etiquette.

9.8 Garage Sales. No more than two (2) garage/yard sales, plus any community garage sales organized or authorized by the Board, may be conducted on any Lot in any calendar year and no such sale shall continue for a period longer than thirty-six (36) consecutive hours. Signs promoting such sale may be posted upon the Lot not more than 48 hours prior to the sale and must be promptly

removed once the sale is completed. The Board may adopt additional rules regulating garage and yard sales and the posting of signs with respect thereto.

9.9 New Buildings Only. No building of any kind, including storage sheds and gazebos, shall be moved from any other place onto any Lot, from one Lot to another Lot or from one location upon a Lot to another location upon the same Lot, without the prior written consent of the Board.

9.10 Exterior Alterations. No alteration shall be made to the exterior design or color of any structure unless the Board shall have first approved such alteration or addition to a residence.

9.11 Plans and Specifications. No building or Improvement upon any Lot shall be commenced or altered and no change to the exterior design, color or appearance of any building, structure or Improvement shall be made until the location and the complete plans and specifications, including the color scheme, of each building, or Improvement to be erected or altered upon the Lot has been approved in writing by the Board or an Architectural Review Committee (ARC) appointed by the Board. Approval shall not be granted as to only one-half (one Living Unit) of a duplex structure with respect to any re-roofing or re-painting which involves a change of color (of either the trim or body of the building), material, style, finish or other major changes of design. Changes from existing color, style, et cetera, may be approved if both Living Units of a duplex structure make a joint application to cause both Living Units to be changed at the same time and in the same manner and such change(s) is compatible with adjoining structures. If the proposed Improvement involves any modification of a roof or wall shared by adjacent residences, both Owners must submit the application jointly. If the proposed Improvement will be visible from any neighboring Lot, the Owners of such neighboring Living Units shall be notified of the submission of plans by the Owner-Applicant and shall be given at least ten days to comment upon the submission. Review and approval by the Board of any proposals, plans or other submissions pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Owner who desires to construct, install, or modify the dwelling. Nothing shall be done in any Living Unit which will impair the structural integrity of the building, or which would structurally change the building, except as is otherwise provided herein. No building shall be located on any Lot in front of the setback line as shown on the recorded plot. Owners are responsible for obtaining from the City of South Jordan all required building permits and that obtaining of such permit from the City does not substitute for getting the Board approval, both are required.

9.12 Height Limitation. No Living Unit shall be more than one story in height. No landscaping shall block the view of traffic at street corners. The decision of the Board as to whether landscaping blocks the view or causes a safety hazard at a corner shall be final.

9.13 Temporary and Accessory Buildings. No outbuilding, shack, shed or other temporary or accessory building or Improvement of any kind shall be placed or erected upon any Lot without the prior written consent of the Board. No tent, canopy, shack, garage, carport, accessory building of any kind, trailer, camper, motor home, recreation vehicle or other vehicle shall be used as a residence in the Properties, either temporarily or permanently. No garage may be converted to living use or any use that would prevent the parking of an automobile in the garage.

9.14 Animals. No animals of any kind shall be allowed upon any Lot or within any Unit or within

the Properties, except as follows:

9.14.1 Caged birds (other than fowl) at all times kept within a Unit;

9.14.2 Fish in aquariums (and, with the approval of the Board, in small exterior ponds);

9.14.3 Small caged animals (guinea pigs and hamsters, et cetera) at all times kept within a Unit;

9.14.4 Dogs and Cats: A total of not more than two such pets, but not more than one dog, shall be permitted. No dog weighing in excess of 50 pounds shall be permitted. Residents are responsible to ensure that neither their dog or cats go upon the Lots of others without prior permission. All animal waste shall be promptly picked up and properly disposed of by the owner or person in control of the animal wherever within Harvest Crossing Legacy Villas such waste is deposited by the animal, including the lot of the owner, lots of other owners, the median on South Jordan Parkway (10400 South) or on any sidewalks or streets within Harvest Crossing. Owners shall daily pick up and dispose of animal waste deposited upon their Lot by animals and shall not allow such waste to accumulate on the Lot. No dog or cat shall be allowed within the Properties, except within a Living Unit or a fenced yard unless on a leash held by a person capable of controlling the animal.

9.14.5 Service animals used by handicapped persons and service animals in training.

9.14.6 No animal shall be kept, bred or maintained upon any Lot for commercial purposes.

9.14.7 No exotic animals, reptiles over 12 inches in length or farm animals are permitted. No animal shall be kept, bred or maintained upon any Lot for commercial purposes. No cages or pens shall be permitted outside of the Unit.

9.14.8 The Board shall have the power, after Notice and Hearing, to determine that a pet is a nuisance and order its removal from the Properties.

9.15 Trash. No rubbish, trash, garbage, green waste or other waste material shall be kept or permitted upon any Lot or any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers and recycling containers shall be exposed to the view of neighboring Lots only when set out for collection not earlier than 3 p.m. the evening before collection and removed from the curb to an out-of-sight location by sundown of the day of collection. No clothing or household fabrics shall be hung, dried or aired on or over any Lot in such a way as to be visible from any other Lot, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed container and appropriately screened from view. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Properties.

9.16 Outside Installations. No basketball backboard or other fixed sports apparatus shall be

constructed or maintained on the Properties. No fence or wall shall be erected or altered on any Lot in the Properties, except with the prior approval of the Board. No patio cover, wiring, or air conditioning fixture, water softeners, or other devices shall be installed on the exterior of a Living Unit or be allowed to protrude through the walls or roof of the Living Unit, with the exception of those items installed during the original construction or installation of the Living Unit, unless the prior written approval of the Board is obtained.

9.17 No Drilling or Wells. No drilling or well for the production of, or from which there is produced water, oil, gas, mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred feet (500) below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas shall be erected, maintained or permitted upon any Lot.

9.18 No Further Subdivision. No Owner shall further partition or subdivide his or her Lot, including without limitation any division of a Lot into timeshare estates or timeshare uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his or her entire Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

9.19 Parking Restrictions. Except for loading and unloading and such other purposes and for such periods as may be permitted under Rules adopted by the Board, there shall be no parking or storage upon a driveway or upon a Lot any of the following: Recreational Vehicles (including motorhomes, 5th Wheels, campers, boats, travel trailers and similar items), or utility trailers or any vehicle not capable of being placed within the garage of the home with the garage door shut. No more than two licensed and operational passenger vehicles per unit may be parked but may not be stored on the driveway outside of the garage. That is, only two regularly used vehicles may be parked in the driveway of a home and no other vehicle may be parked upon a Lot, except in the garage. No vehicle parked upon a Lot shall block any part of the sidewalk in front of the driveway of the Lot.

Article 10. Term of Declaration.

This Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, for a term of thirty (30) years from the date this Amended Declaration is Recorded, after which the term shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the commencement of an extension period, a declaration of termination meeting the requirements of an amendment to the Declaration is Recorded.

Article 11. Amendments.

This Declaration may be amended or revoked in any respect by the affirmative vote of a

majority of the Members casting votes at a duly held meeting of the Association at which a quorum is present or a duly held election of the Association where the votes cast equal or exceed the number of votes necessary for a quorum or by the written assent of a majority of all owners. The amendment shall be certified by at least two (2) Board Members and the amendment shall be effective when the Amendment is recorded in the Office of the County Recorder of Salt Lake County, Utah. With respect to any vote or written assent hereunder the Association shall be entitled to accept the vote or written assent of any Owner of record of a Lot as the vote or written assent of all Owners of record of such Lot unless the Association receives more than one vote from said co-Owners, in which case the vote of a majority of the co-owners shall bind all. In the event of a tie vote with respect to a Lot, the votes shall be counted toward the quorum (51%), and recorded as an abstention.

Article 12. Enforcement.

12.1 Restrictions are Enforceable. The covenants and restrictions in this Declaration are enforceable equitable servitudes and shall inure to the benefit of and bind all Owners of Lots within the Properties. Except as otherwise provided herein, all provisions may be enforced by any Owner or by the Association, or by both. The Association may enforce any provision of the Governing Documents by bringing an action at law or in equity or, with the agreement of the persons against whom enforcement is sought, through mediation, arbitration or other alternative dispute resolution process. In addition, the Board shall have the power to impose , after Notice and Hearing as provided in section 12.2, below, a reasonable monetary penalties for the breach of any provision of the Governing Documents. The Board shall publish annually a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate and shall mail such schedule to the Members annually together with the prepared yearly budget and notice of annual assessment. Once imposed, a monetary penalty may be collected as an Assessment pursuant to article 3 hereof.

12.2 Notice and Hearing. No penalty, temporary suspension of voting rights (except for nonpayment of assessments), Notice of Claim of Breach, or other disciplinary action or action for which an Owner could be subject to monetary liability shall be imposed unless the Owner alleged to be in violation is given at least 15 days prior notice of the proposed penalty, action or temporary suspension and is given an opportunity to be heard before the Board or appropriate committee established by the Board with respect to the alleged violation(s). Written notice of the decision regarding disciplinary action shall be mailed to the Owner within 15 days of the hearing date and the discipline shall not become effective until 5 days after such mailing.

12.3 Attorney Fees. The Association shall be entitled to recover its actual attorney fees and costs, including expert witness fees, incurred in enforcing the provisions of the Governing Documents, whether or not legal action, arbitration or mediation is instituted and shall be entitled to collect its actual attorney fees and costs, including expert witness fees in any action arising out of or in connection with the governing documents.

12.4 Notice of Claim of Breach. If provisions of law allow, the Association may, at any time that the Board deems a breach of these conditions and restrictions has occurred, after Notice to the Owner and after giving such Owner an opportunity for a hearing before the Board, cause to be executed and

recorded in the office of the County Recorder of Salt Lake County, a Notice of Claim of Breach, setting forth: (a) the legal description of the Lot; (b) the name of the Owners of the Lot; and (c) the facts of such breach. Such Notice, upon being recorded, shall be notice to all persons of such breach. Upon the breach being cured, the Association shall cause to be recorded a Release of Notice of Breach upon payment by the defaulting Owner of a reasonable fee, to be determined by the Board, to cover the cost of preparing and recording such release.

12.5 Painting, Maintenance, and Repairs.

12.5.1 In the event that the Board, in its sole discretion after Notice and Hearing, determines that painting, maintenance or repair (hereinafter referred to as "Work") on the exterior of a Living Unit or yard is reasonably necessary to preserve the appearance and value of such Living Unit or yard or the appearance or value of an adjoining Living Unit or yard, the Association shall give written notice of the necessity of such work to the Owner of such Living Unit or yard in which event said Owner shall be obligated, at his or her sole cost and expense, to perform such work and to thereafter notify the Association in writing of the completion of such Work.

12.5.2 If the Owner of such Living Unit shall have failed or refused to perform said Work within sixty (60) days after the aforesaid written notice, the Association may seek an injunction to compel the Work to be performed or the Association may cause the Work to be performed and incur such costs or expenses as may be necessary. Upon completion of such Work by the Association, the costs incurred shall become an assessment against the Lot and a personal obligation of the Owner of the Lot that may be enforced as provided in article 3 of this Declaration. If the Association declines to seek an injunction or to perform the Work, an adjoining Owner may seek such injunction and/or perform such Work and then apply to a court of competent jurisdiction for a judgment against the Lot upon which the Work has been performed, running in favor of the adjoining Owner, for all sums incurred in performing such Work, including costs and reasonable attorney fees. The Owner is deemed in violation of this Declaration until such Work is completed and during such period forfeits his voting right without further Notice or Hearing

12.6 Arbitration.

12.6.1 Binding Arbitration. In the event of a dispute between owners over the interpretation or enforcement of the restrictions contained in the Governing Documents, or, as between an Owner and an adjoining Owner as to the operation, maintenance, repair, insurance or any matter in connection with their premises, the same shall first be submitted to mediation and, if not so resolved, shall be submitted to binding arbitration before an Arbitrating Tribunal.

12.6.2 Arbitrating Tribunal. The Arbitrating Tribunal shall consist of three (3) persons selected by the Board from among the members of the Board, unless the Association is a party to the dispute. If the Association is a party to the dispute, unless the parties agree on a single arbitrator or organization (such as the American Arbitration Association, JAMS, et cetera), the Association shall select one (I) neutral arbitrator from among the Members of the Association who are not Board Members and the other party or parties shall collectively select one (1) neutral arbitrator from among the Members of the Association who are not Board Members. Those two selected arbitrators shall then select a third arbitrator who may, but need not be a Member of the Association.

(a) The decision of a majority of the panel members shall be the decision of the Arbitrating Tribunal. Upon stipulation of the parties the matter may be heard by a lesser number of members of the Arbitrating Tribunal. After a hearing is commenced, if one or more panel members must withdraw because of illness or other reasons, the matter shall continue to be heard by the remaining panel members.

(b) The Arbitrating Tribunal, in its discretion, shall be entitled to employ an attorney to act as a consultant in matters of procedure and to act as the chair at arbitration hearings. However, such attorney shall not be involved in making the substantive determination of the hearing panel. The cost of the services of such attorney may be included as an element of the award rendered by the hearing panel.

12.6.3 Rules of Arbitration. The Arbitrating Tribunal shall have complete control of the arbitration and may specify any rules or regulations with reference thereto not in conflict herewith. The decision of the Arbitrating Tribunal shall be final. The technical rules of evidence shall be waived in the discretion of the tribunal. The parties are entitled to be represented by counsel and to be heard, provided, however, that nothing herein contained shall limit the power of the Arbitrating Tribunal to control the manner, method, and conduct of the proceedings and the presentation of evidence, subject always to the requirement that the parties be given a fair and impartial hearing. All hearings shall be held within the County of Salt Lake, Utah. In any arbitration, the arbitrators shall have the broadest possible power permitted by law to frame their award or decision as to do substantial justice between or among the parties. Except as provided above, the arbitration procedures set forth in the Utah arbitration act statutes shall apply to the arbitration. All Owners, by acceptance of the deed to a Lot within the Properties, agree that they will faithfully observe the contents of this document and the rules and that they will abide by and perform any award or decision rendered and that a judgment of a court having jurisdiction may be entered upon the award.

Article 13. Director and Officer Liability.

No director or officer of the Association may be personally liable to any of the Association's members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or under the Bylaws, provided that such director or officer has, upon the basis of such information as may be possessed by him or her, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Article 14. Notices.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postage prepaid, first class mail, addressed to each such person at the address of such person appearing on the books of the Association.

Article 15. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the real property and improvements thereon. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Article 16. Binding Effect.

This Declaration, as well as any amendment hereto, and any action or directive made pursuant to it, shall be binding upon Owners and their heirs, grantees, tenants, successors and assigns.

Article 17. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

Article 18. Grandfathered Uses and Conditions.

Any use or condition existing upon any Lot as of the Effective Date of this Declaration, if not prohibited under the Original Declarations, may continue. But such non-conforming use or condition may not be expanded or thereafter rencommenced if discontinued.

Article 19. Annexation of Properties.

Annexation shall mean any addition of property to the Properties included within the jurisdiction of this Declaration and the Association. Once annexation occurs, the newly annexed territory and the Owners of the property therein shall have the same rights, duties and obligations as any other property included within the Properties and the Owners of Lots. Only the following real property shall be eligible for annexation: Lots 1 through 76 inclusive of Harvest Crossing Legacy Villas, in the City of South Jordan, County of Salt Lake, State of Utah, ("Annexable Property"). To initiate annexation, the governing body of the Annexable Property shall submit a written request to the Board which request shall confirm that the Owners of said Annexable Property have approved such annexation in accordance with the provisions of their governing documents. Upon receipt of such request the Board shall submit the question of annexation of such property to the Members, if and only if the request for annexation is an unqualified agreement to become bound to the terms of the Governing Documents of the Association. The property may be annexed to the Properties and brought within the general plan and scheme of this Declaration and the other Governing Documents with the consent of a majority of all of the Members of the Association. Upon approval of such annexation a Declaration of Annexation shall be filed in the Office of the County Recorder of Salt Lake County, signed by the governing body of the annexed real property and by the authorized representative of the Board attesting that the general plan and scheme of this Declaration is extended to the Annexable Property. The filing of the Declaration of Annexation shall constitute and effectuate the annexation of the Annexable Property and thereupon such property shall become a part of the Properties and the owners thereof shall become Members of the Association with all rights, privileges and duties attendant thereto.

Article 20. Effective Date.

This Declaration shall be effective as of the date of its recordation in the Office of the County Recorder of Salt Lake County, Utah.

Article 21. Governing Document Priorities.

In the event of a conflict between the Governing Documents, or any provision thereof, the documents shall take precedence in the following order: (a) this Declaration, (b) the Articles, (c) the Bylaws and (d) the Rules and Regulations.

* * * END OF DOCUMENT * * *

CERTIFICATION OF ADOPTION

The undersigned, being the duly elected and acting President and Secretary of the HARVEST CROSSING LEGACY VILLAS, INC. hereby certify that the foregoing DECLARATION OF RESTRICTIONS OF HARVESET CROSSING LEGACY VILLAS was approved by in excess of the required percentage of the record owners of Lots located in the Properties. The required percentage for the various Units, as stated in the Original Declarations, is as follows:

Units 1, 2, 3 and 4: Fifty-one percent (51)

_____
President

_____
Secretary

_____
Dated:

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

On _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted , executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

EXHIBIT A

55 Year Age Restriction Policy

per

The FAIR HOUSING AMENDMENTS ACT of 1988 (the "Act")

HOUSING FOR OLDER PERSONS ACT 1995: FINAL RULE

(Department of Housing and Urban Development: 24 CFR Part 100)

INTRODUCTION

The Fair Housing Act (Title VIII of the Civil Rights Act) exempts "housing for older persons" from the Act's prohibition against discrimination because of familial status. Section 807(b)(2) (C) of the Act exempts housing intended and operated for occupancy by persons 55 years of age or older which satisfies certain criteria HUD has adopted implementing regulations further defining the "housing for older persons" exemption at 24 CFR part 100, subpart E (Housing for Older Persons Act, hereinafter: HOPA).

There are 4 factors required for a facility to claim the 55 and older exemption:

(1) that the housing be intended and operated for persons age 55 and older; (24 CFR 100.304)

(2) that at least 80 percent of the occupied units be occupied by at least one person who is 55 years of age or older; (24 CFR 100.305)

(3) the housing facility or community must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons fifty-five (55) years of age or older. (24 CFR 100.306)

(4) the housing facility or community must also comply with rules issued by HUD for the verification of occupancy. (24 CFR 100.307).

"Harvest Crossing Legacy Villas" (Property) is qualified for the exemption as a community for 55 year or older persons. The intent is stated in the Harvest Crossing Legacy Villas Home Owners Association CC&R's (Article 9.2 and By-laws (Article 9) as well as by the age restriction rules adopted and enforced by the Association.

This document's purpose is to cumulate in one place for easy reference the age restriction policy adopted by Harvest Crossing Legacy Villas Home Owners Association, Inc. within the rules and broad discretion permitted under the Act and HOPA. The Board of Directors, in its sole discretion, may add, delete or change its policies within the scope permitted by the Act and HOPA, Utah State laws or local laws.

Qualification for Exemption under the Fair Housing Amendments Act of 1988 (the "Act") and HOPA

In accordance with the Act and HOPA Harvest Crossing Legacy Villas Community Association , Inc. has clearly indicated its intent to qualify as housing for older persons age 55 years or older in the following Governing Documents:

CC&R's Article 9 Section 2.4: Age Restrictions

Each dwelling unit in Harvest Crossing Legacy Villas, if occupied, shall be occupied by at least one (1) person not less than fifty-five (55) years of age and no person eighteen (18) years of age or under shall reside in any dwelling unit. To the extent required by any applicable Federal or State law, at no time shall less than eighty (80%) percent of the Lots subject to this Declaration be occupied by Single Families where at least one member of the Single Family is fifty (55) years of age or older.

By-laws Article 1.10; 9.1; 9.2.2,3,4: Membership Qualifications

1.10 "Member" means every person or entity who holds a membership in the Association...

1) One (1) member of the family residing in each Harvest Crossing Legacy Villas residence must be fifty-five (55) years of age or older in order to qualify anyone living in that residence for membership in the Association;

2) No person eighteen (18) years of age or under shall be entitled to be a member of the Association;

3) Any person nineteen (19) years of age and older who resides in the same household with any person who is qualified under Section 9.2 above is eligible for membership in the Association as long as such person is a resident of Harvest Crossing Legacy Villas;

4) Any person under age fifty-five (55) years of age who acquires real property in Harvest Crossing Legacy Villas by purchase or inheritance and subsequently lives on such property and is not qualified under Section 9.2 above, or rents or leases such property to third parties, is not eligible for membership in the Association.

HARVEST CROSSING LEGACY VILLAS HOME OWNERS ASSOCIATION, INC. AGE RESTRICTION POLICY

1. Occupancy Age Restrictions

1.1 There must be at least one person that is fifty-five (55) years of age or older (age qualified) residing in each dwelling unit. (24 CFR Section 100.304)

1.2 No person under the age of 19 may reside in Harvest Crossing Legacy Villas.

1.3 Persons under the age of 19 may reside in Harvest Crossing Legacy Villas as guests for a maximum period of 90 days in any 12 month period as long as there is an age qualified person also occupying the dwelling unit.

1.4 Persons 19 years of age or older may reside in Harvest Crossing Legacy Villas as long as there is an age qualified person also residing in the dwelling unit.

1.5 These age restrictions apply to Owners, renters and to house guests who occupy the dwelling unit in the absence of the age qualified Owner or renter.

2. Occupancy Exception

2.1 The policy of Harvest Crossing Legacy Villas Home Owners Association, Inc. is not to permit under age occupancy in any dwelling unit.

2.2 The only exception to the 55 age qualification is for the non-age qualified surviving spouse of an age qualified decedent Owner who had occupied the dwelling unit, until such time as the nonage qualified surviving spouse remarries at which time the exception expires. At that time, membership, if any, shall be determined pursuant to Article 9.2 of the By Laws.

2.3 There are no exceptions for other non-age qualified heirs or any other non-age qualified persons who come into possession of a dwelling unit in Harvest Crossing Legacy Villas.

2.4 Appeal for a temporary exception to the occupancy rules must be made in writing to the Board of Directors. The Board of Directors, in its sole discretion, may grant or refuse to grant such temporary exception in any particular case. The grant of a temporary exception in a particular case does not invalidate or waive the particular occupancy rule in subsequent cases.

3. "80/20 Rule" (24 CFR 100.305)

3.1 HOPA requires that no less than 80% of the occupied dwelling units shall be occupied by at least one age qualified person. This does not mean that 20% must be occupied by non-age qualified persons. It means that as long as 80% of the dwelling units are occupied by at least one age qualified person Harvest Crossing Legacy Villas maintains its exemption under HOPA as a 55 year age restricted community

3.2 The policy of Harvest Crossing Legacy Villas Home Owners Association, Inc. is to maintain the percentage of age qualified occupancy as close to 100% as possible without mandating a greater percentage than the minimum 80% required by HOPA.

3.3 One of the primary reasons for the 80/20 rule by Congress was to accommodate under age surviving spouses of age qualified decedents and to permit flexibility in specific situations at the sole discretion of the Board of Directors without endangering the HOPA exemption. Such exemption is permitted as long as the minimum 80% age qualified requirement under HOPA is not reduced. HOPA was enacted for the protection of the age restriction exemption and not to grant any rights to under age persons to occupy the 20% which is solely within the discretion of the Board of Directors.

4. Verification of Age (24 CFR 100.307)

4.1 All residents, whether Owners, renters or house guests of absentee Owners or renters, must show evidence that at least one resident in the occupied dwelling unit is age qualified Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:

a) Driver's license

b) Birth certificate

c) Passport

d) Immigration card

e) Military identification

f) Any other state, local, national or international official documents containing a birth date of comparable reliability

g) A certification in a lease application, affidavit or other document signed by any member of the household age 19 or older asserting that at least one person in the unit is 55 years of age or older.

4.2 A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

4.3 Such evidence must be shown at the time such Owner or renter come to the Association offices to obtain the mandatory Association membership card which confirms age compliance with HOPA and permits use of the facilities of the Association.

4.4 If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the Association may, if it has sufficient evidence, consider the unit to be occupied by at least one person 55 years of age or older; such evidence may include:

a) Government records or documents such as a local household census

b) Prior forms or applications; or

c) A statement from an individual who has personal knowledge of the age of the occupants. The statement must set forth the basis for such knowledge and be signed under penalty of perjury.

5. Surveys for Compliance

5.1 Harvest Crossing Legacy Villas Home Owners Association, Inc. will conduct surveys at least every two years and maintain a data base to verify age compliance as required by HOPA. All residents of Harvest Crossing Legacy Villas are required to respond to the surveys. Proof of occupancy by at least one age qualified person in the occupied dwelling unit as noted above must be provided in response to the survey unless already provided, in which case a reliable affidavit of current compliance is all that is required.

5.2 Copies of supporting information gathered in support of the occupancy verification may be segregated in a separate file and are considered confidential and not generally available for public inspection. They are created for the sole purpose of complying with HOPA and are to be kept separate from the general or resident files that may be widely accessible to employees or other residents.

5.3 A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.

6. Disclosure of 55 Age Restriction Policy

6.1 Any Owner or Realtor who sells or leases real property in Harvest Crossing Legacy Villas shall disclose in the advertisements, purchase or lease documents that Harvest Crossing Legacy Villas is a 55 year age restricted community under HOPA. (100.306). In the case of a lease of real property in Harvest Crossing Legacy Villas the lease agreement shall verify that at least one occupant is age qualified by specific current age or date of birth recorded in the lease agreement. (100.306 (a) 3).

6.2 A copy of this Age Restriction Policy shall be provided by every Owner/Seller/Lessor to any prospective buyer or lessee to read and acknowledge. This document is to be included as part of the Purchase or Lease documents.

6.3 Disclosure shall also be made to any persons permitted by the Owner or renter to occupy the dwelling unit as house guests in the absence of the age qualified Owner or renter. At least one house guest of such absentee Owner or lessee must be age qualified. The under 19 years of age occupancy prohibition rule also applies to such house guests.

6.4 Non-disclosure by the Owner/Seller/Lessor shall not prevent Harvest Crossing Legacy Villas Home Owners Association, Inc. from enforcing this age restriction policy against any Owner and renter for noncompliance.

6.5 All "For Sale" or "For Rent/Lease" signs in Harvest Crossing Legacy Villas, whether by Owner or by a Realtor, shall prominently display that this is a "55 YEAR AGE RESTRICTED COMMUNITY". .

7. Enforcement

7.1 Harvest Crossing Legacy Villas Home Owners Association, Inc. will vigorously seek any and all remedies available to it by law including, but not limited to, fines and liens against the offending Owner's real property for non-compliance by the Owner renter or house guests.

7.2 The reporting and enforcement procedures for non-compliance shall be through the Deed Restriction Enforcement Committee (DREC).

ACKNOWLEDGMENT OF AGE QUALIFIED OCCUPANCY

The undersigned (Buyer) (Lessee) has read the Harvest Crossing Legacy Villas Age Restriction Policy and asserts that at least one occupant of the dwelling unit being purchased or leased herein shall be at least fifty-five (55) years of age or older.

Address of Dwelling Unit: _____

1._____ 2._____

Print name(s) of Buyer or Lessee

1._____ 2._____

Signature(s) of Buyer or Lessee

Date: ____/____/_____

SUBMIT TO HAVRVEST CROSSING LEGACY VILLAS
c/o Whitmark Development, LLC
9980 SOUTH 300 WEST, SUITE 300
SANDY, UTAH 84070