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Gary W. Ott  
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The Views at South Jordan, LLC  
c/o Bryan J. Flamm  
1099 West South Jordan Parkway  
South Jordan, UT 84095

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGH POINTE PHASE 7  
(PLAT B)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH POINTE PHASE 7 (PLAT B) (this "Declaration") is made and executed this 17 day of October, 2012, by The Views at South Jordan, LLC, a Utah limited liability company, with an address of 1099 West South Jordan Parkway, South Jordan, Utah 84095 ("Declarant").

**RECITALS**

- A. Declarant is the owner of all of that certain real property located in South Jordan City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property").
- B. Declarant is developing the Property as a single-family residential development project to be known as "High Pointe Phase 7 (Plat B)" (the "Project") (formerly known as High Pointe Phase 7). The Project consists of thirty-one (31) single-family Lots.
- C. Capitalized terms in this Declaration are defined in Article I below.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Project is

not a cooperative. This Declaration supersedes and replaces in its entirety any prior declaration of covenants, conditions and restrictions recorded against all or any portion of the Property.

## ARTICLE I DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- (a) "City" means South Jordan City, Utah.
- (b) "DRC" shall mean and refer to the Design Review Committee, established pursuant to this Declaration.
- (c) "Declarant" shall mean and refer to The Views at South Jordan, LLC, a Utah limited liability company, and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor.
- (d) "Design Guidelines" has the meaning ascribed to such term in Section 3.6 below.
- (e) "Lot" shall mean any of the thirty-one (31) detached, single-family home building pads, separately numbered and individually described on each Plat and intended for private use and ownership, and any such additional building pads platted in future phases of the Project, if any.
- (f) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."
- (g) "Plat" or "Plats" shall mean the collective reference to the duly approved and recorded plats previously filed or to be filed in the office of the Salt Lake County Recorder for the Project, and all future plats for future phases of the Project, if any, which may be added to the Project at Declarant's discretion as provided in Section 5.3 below.
- (h) "Project" shall mean (i) High Pointe Phase 7 (Plat B) and (ii) all future plats for future phases of High Pointe Phase 7 (Plat B), if any, which may be added to the Project at Declarant's discretion as provided in Section 5.3 below, as shown on the Plats and governed by this Declaration.
- (i) "Property" shall mean and refer to that certain real property located in South Jordan City, Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof, together with any other real property added to the Project pursuant to Section 5.3.

## ARTICLE II

### MAINTENANCE

In the event any portion of any Lot, except Lots owned by Declarant, is so maintained or used by an Owner as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot, except Lots owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Owner, except Declarant, is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the DRC, the Declarant, any Owner, or the DRC may take action with respect to the foregoing as further set forth in Section 6.1 below.

## ARTICLE III

### DESIGN REVIEW

3.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the Project community and to protect and promote the value of the Project, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development within the Project shall be subject to design review and approval by the DRC.

3.2 Creation. Declarant shall establish the DRC, which shall consist of three (3) persons appointed by Declarant in its sole discretion, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the DRC. Any member of the DRC may be removed with or without cause by the Declarant (or by the Owners, after Declarant no longer owns a Lot, in accordance with the procedures set forth below) at any time by written notice to such appointee. Declarant (or the Owners, after Declarant no longer owns a Lot, in accordance with the procedures set forth below) shall appoint a successor or successors to fill any vacancy in the DRC, and such successor or successors shall serve the remainder of the term of the former member. After Declarant no longer owns a Lot, the initial DRC shall be released from responsibility and a new DRC shall be selected which shall consist of three (3) persons, who will be elected by the Owners as set forth below. After Declarant no longer owns a Lot, the term for which each DRC member shall serve shall be four (4) years, plus any time required to duly select a successor DRC member, unless such member shall have died or resigned prior to such time. After Declarant no longer owns a Lot, the members of the DRC shall be elected, removed, or appointed to fill a vacancy by a majority vote of the Owners voting pursuant to signed written consents, or in person at a meeting attended in person or by proxy where (i) a majority of the Owners are present at such meeting and (ii) all Owners received ten (10) days' prior notice of such meeting.

Except for the initial DRC appointed by Declarant, all members of the DRC must be Owners at the time of their appointment. Should any DRC member move his or her residence outside of the Project, such member shall automatically be deemed to have resigned and the DRC shall declare a vacancy and a new DRC member shall be elected in accordance with the provisions above.

3.3 Powers. The DRC is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the DRC in performing) the design review functions prescribed in this Declaration.

3.4 Enforcement. In the event of a violation of any of the provisions of this Declaration, the Declarant may take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants as further set forth in Section 6.1 below. After Declarant no longer owns a Lot, the DRC is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants as set forth in Section 6.1 below. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

3.5 Review Fee. Each Owner may be required by the DRC to pay up to a Five Hundred Dollar (\$500) "Design Review Fee" to the DRC (or such other reasonable fee as may from time to time be adopted by the DRC) before any new construction, alteration, remodeling or other construction plans shall be reviewed or approved by the DRC. The Design Review Fee will be used by the DRC to pay the costs of architects and other professionals retained by the DRC to review home plans. Owners are encouraged to submit renderings and preliminary schematic drawings to the DRC as soon as possible in order to avoid unnecessary revisions and delays in constructions.

3.6 Design Guidelines. The DRC may promulgate and publish rules and regulations that shall further state the general design theme of the Project, specific design requirements, and general construction procedures that will or will not be allowed in the Project (the "Design Guidelines"). The Design Guidelines may be amended by the DRC or Declarant; provided, however, that as long as Declarant owns a Lot, all amendments to the Design Guidelines must be approved by Declarant. Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The DRC shall make the Design Guidelines, if any, available to Owners and builders who seek to engage in development or construction within the Project, and all such persons shall conduct their activities in accordance with such Design Guidelines, if any. The burden shall be on the Owner and the builder to ensure that they have the most current Design Guidelines.

3.7 Liability. Neither any members of the DRC nor Declarant shall be responsible or liable for any defects, errors or omissions in any plans or specifications submitted, revised or approved under this Article III, nor for any defects, errors or omissions in construction pursuant to such plans and specifications. A consent or approval issued by the DRC means only that the DRC believes that the construction, alteration, installation or other work for which the consent or approval was requested complies with this Declaration and the Design Guidelines (if any). No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby (a) complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-governmental authority, (b) is free from defects,

errors or omissions or (c) lies within the boundaries of the Lot. No consent, approval or permit issued by the DRC shall relieve Owners or other persons of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental or quasi-governmental authorities.

## ARTICLE IV

### COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Land Use and Building Type. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling, not to exceed the height limitation for the applicable zone of the City as specified at the time of recordation of the Plats. Each dwelling must have at least a two-car and no more than a three-car garage. Carports may not be built. All such dwellings shall be at least 2,400 square feet in size (including both finished and unfinished square footage, but excluding the garage space). Height shall be measured as per City Ordinance. The side yard for each building shall meet the minimum requirements of the City.

4.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and designs shall be limited to those approved by the DRC. In the event of any reconstruction of an improvement or a house on a Lot due to a casualty, the design, quality, and appearance of the reconstructed home shall be substantially the same as the structure initially built, unless otherwise approved by the DRC. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications have been approved in writing by the DRC. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the DRC. Once approved by the DRC, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the DRC. Subsequent to receiving approval of the DRC and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the City.

No construction, reconstruction or modification of a home or landscaping may commence without approval by the DRC of the working drawings including, but not limited to, the following:

- (a) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and colors and showing existing and finished grades.

(d) Detailed sections, cross and longitudinal.

(e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

4.3 Construction Quality, Size and Cost. The DRC will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. All exterior siding material shall consist of brick, rock, stucco, hardiplank, or combination approved in writing by the DRC. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project with the exception of a masonite-type material in combination with brick, rock, and/or stucco if approved by the DRC. All exterior materials and colors are to be specified on plans and submitted for approval by the DRC. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project without prior written approval of the DRC. Pitched roofs shall be at least 6/12 pitch and no greater than 12/12 without the prior written consent of the DRC. All residential dwellings shall be at least 2,400 square feet in size, including both the finished and unfinished space (but excluding garage space). All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control. The DRC shall have final control for approval of all color and material plans.

4.4 Construction Time. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

4.5 Building Location. No building shall be located on any Lot nearer than the minimum building set-back, side street and side lot lines required by the City; provided, however, that customary storage sheds may be permitted upon approval of the DRC.

4.6 Landscaping. Any trees, lawns, shrubs, or other planting on any Lot shall be properly nurtured and maintained by the Owner of such Lot.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas are subject to approval by the DRC. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control within the Project.

The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the DRC.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation. Installation of sod and sprinklers for the front yard of each Lot within the Project shall be completed prior to the receipt of a certificate of occupancy from the City, weather permitting. In the event that weather does not permit, the cost of sod and sprinklers for the front yard shall be bonded as and to the extent required by City ordinance, and such sod and sprinklers shall be completed as soon as reasonably practicable thereafter.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the DRC.

Landscaping of the individual Lots shall be installed and maintained by each individual Owner. Landscaping may include a combination of lawns, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.

4.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

4.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flag poles, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the DRC in its discretion.

4.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited without the prior written approval of the DRC. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. All power lines and similar type cables shall be buried underground. No short-wave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the DRC.

4.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to

the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the DRC. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the DRC, which may require screening of the storage areas.

The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The DRC or Declarant, in their sole discretion, shall have the right to determine the existence of any nuisance.

4.11 Signs. Except as provided in this Section 4.11 and in Section 4.24 below, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than four square feet advertising the property for sale or rent. The placement of signs, graphics or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Banners, flags, lighting or decoration of the exterior of any dwelling for the purpose of promoting the dwelling for sale is strictly prohibited.

4.12 Animals. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except pursuant to applicable City ordinance.

4.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 4.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

4.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the DRC or Declarant, which approval must be evidenced on the Plat or other instrument creating the subdivisions, easement, or other



interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the DRC, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the DRC and the proposed use otherwise complies with this Declaration.

4.15 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on any Lot, and no persons shall enter onto any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage; provided, however, gainful occupations or professions may be operated or maintained in a Lot provided that: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the Project, (iii) may not be observable from outside the Lot, and (iv) may only be carried on following approval from the City, pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain "home office" businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Lot, subject to the foregoing limitations and all other limitations of this Declaration.

4.16 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the DRC.

4.17 Building Material Storage. Excluding with respect to the initial construction of residences within the Project, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

4.18 Reservation of Access, Maintenance, and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, and maintenance of the respective Lots by the Owners or agents authorized to conduct maintenance on behalf of the Owner, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to the City and Salt Lake County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

4.19 Solar Equipment. Solar panels (if any) are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the DRC.

4.20 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the DRC and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar area ramps, which structures shall be prohibited.

4.21 Fences and Walls. Unless otherwise approved by the DRC, fencing and walls shall be masonry, stone, tan vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any areas designated by the City as non-buildable.

4.22 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards. No inoperative vehicle shall be placed or remain on any Lot adjacent to a street for more than forty-eight (48) hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an area reasonably screened from street view as approved by the DRC. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard set back requirements of a given Lot. This open space shall remain unoccupied and unobstructed by building, vehicles, and/or hard surfaces such as asphalt, concrete, and paved surfaces from this time hence forth and forever.

4.23 Additional Easements.

(a) Easements for Encroachments. If any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

(b) Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of residences on Lots, and (b)

construction, installation and maintenance on lands within, adjacent to, or serving the Property other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty-five (25) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Salt Lake County, Utah.

4.24 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Lots, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of residences within the Project so long as the location of such model homes and the opening and closing hours are approved by the DRC, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Declaration. The DRC may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with the ordinances of the City and any rules of the DRC. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner thereof is not actively engaged in the construction and sale of residences within the Project.

4.25 No Privately Owned Common Areas. By accepting a deed to a Lot, each Owner acknowledges and agrees that all of the roads and other public areas identified on the Plats shall be dedicated to the public and shall be owned, operated and maintained by the City and/or other government agency with jurisdiction over such areas. Consequently, no homeowners association shall be formed for the purposes of owning or maintaining such privately owned common area.

## ARTICLE V

### AMENDMENTS

5.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the Owners of Lots casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least ninety-five percent (95%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. Upon termination, the covenants herein contained shall have no further force and effect.

5.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged by Owners representing sixty-seven percent (67%) of Owners subject to this Declaration.

Furthermore, Declarant may amend this Declaration without the approval of the Owners for so long as Declarant owns one or more Lots within the Project; provided however, that any if such amendment materially interferes with the best interests of an Owner's use and enjoyment of a Lot, then the Owner of any such affected Lot must also consent to such amendment. Anything in this Article V or Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by Federal National Mortgage Association, HUD, or similar agencies or entities and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lots or any portions thereof.

5.3 Expansion of Project. Declarant shall have the right in its sole discretion upon recording a Certificate of Amendment signed by Declarant to expand the Project to include additional phases and Lots, all of which additional property shall, upon recording such Certificate of Amendment, be subject to this Declaration.

## ARTICLE VI

### MISCELLANEOUS

6.1 South Jordan City. The Owners within the Project, by virtue of purchasing a dwelling unit within this Project, give South Jordan City the right, but not the duty to form, under State statutes, a Special Service District (SSD) for the purpose of ongoing maintenance or a Special Improvement District (SID) for the purpose of making needed improvements within the Project. The City may take this action when either asked to take over improvements or maintenance tasks by a homeowners association, if any, or by an Owner. The City Council may also take one or both of these actions when it determines the need based on a historical pattern of a lack of care and maintenance. The Governing Body of any such district formed, as stated in this paragraph, shall consist of the South Jordan City Mayor, City Council and the homeowners association president, if any, of the Project. This section shall not be amended or deleted without the approval of the City of South Jordan.

6.2 Enforcement and Remedies. Each provision of this Declaration with respect to the Property shall be enforceable by Declarant or by the DRC in accordance with Section 3.4 above, or by any Owner who has made written demand on Declarant or the DRC, as applicable, to enforce such provision and thirty (30) days have lapsed without appropriate action having been taken, by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration. Furthermore, if an Owner violates any term or condition set forth in IV, the DRC and the Declarant shall have the right (without any obligation) to (a) revoke any approval previously granted to the Owner by the DRC, in which event the Owner shall, upon receipt of such notice, immediately cease any construction, alteration or landscaping covered by the approval so revoked, (b) enter upon the Owner's Lot and cure such violation at the Owner's sole cost and expense (in which case the Owner shall pay to the DRC or Declarant (as applicable) the amount of all costs and expenses incurred by the

DRC or Declarant in connection therewith within thirty (30) days after the Owner receives written notice from the DRC or Declarant documenting such costs and expenses.

6.3 Interpretation of the Covenants. Except for judicial construction, Declarant, or after Declarant no longer owns a Lot, the DRC, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, Declarant's or the DRC's (as applicable) construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

6.4 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

6.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and drainage easements.

6.6 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

6.7 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 17 day of Oct, 2012.

THE VIEWS AT SOUTH JORDAN, LLC a  
Utah limited liability company

By: [Signature]  
Bryan J. Flamm, Manager

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

The foregoing instrument was acknowledged before me this 17 day of Oct, 2012, by Bryan J. Flamm, a Manager of The Views at South Jordan, LLC, a Utah limited liability company.

[Signature]  
Notary Public

My Commission Expires: 6-22-13

1187706



**EXHIBIT A**

**(Legal Description of the Property)**

**PLAT B**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE RUNNING S.89°50'50"E. 93.09 FEET ALONG THE SECTION LINE COMMON WITH SECTIONS 17 AND 18 TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 642.50 FEET, THE CENTER OF WHICH BEARS S.76°25'57"W. THROUGH A CENTRAL DELTA ANGLE OF 05°57'16", A DISTANCE OF 66.77 FEET (CHORD BEARS N.16°32'38"W. 66.74 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 557.50 FEET, THE CENTER OF WHICH BEARS N.70°28'43"E. THROUGH A CENTRAL ANGLE OF 19°24'02", A DISTANCE OF 188.77 FEET (CHORD BEARS N.9°49'16"W. 187.87 FEET); THENCE BEARING N.00°07'15"W. 367.21 FEET; THENCE BEARING N.80°04'54"E. 100.40 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 221.50 FEET, THE CENTER OF WHICH BEARS N.77°29'10"E. THROUGH A CENTRAL ANGLE OF 02°35'44", A DISTANCE OF 10.03 FEET (CHORD BEARS S.11°12'58"E. 10.03 FEET); THENCE BEARING N. 77°29'10"E. 145.12 FEET; THENCE BEARING S.13°47'34"E. 34.11 FEET; THENCE BEARING S.42°52'20"E. 352.28 FEET; THENCE BEARING S.31°26'20"E. 48.34 FEET; THENCE BEARING S.12°55'32"E. 141.14 FEET; THENCE BEARING S.00°50'34"W. TO THE SECTION LINE COMMON WITH SECTIONS 17 AND 18, A DISTANCE OF 186.42 FEET; THENCE N.89°50'50"W. ALONG SAID LINE, A DISTANCE OF 492.56 FEET, TO THE POINT OF BEGINNING.

*CONTAINS: 6.628 ACRES MORE OR LESS AND 31 LOTS*