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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

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Dennis M. Astill
Astill Associates, PC
7730 S. Union Park Avenue
Suite 130
Midvale, Utah 84047

COURTESY RECORDING

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**SUPPLEMENTAL DECLARATION GRANTING AND
RESERVING SLOPE AND DRAINAGE EASEMENTS
SOUTH JORDAN HIGH POINTE P.U.D.**

RECITALS:

WHEREAS, Declarant, Home Center Construction at High Point, Phase 1,4 ^{LLC} is the owner of that real property comprised of subdivided lots, described at Exhibit A, attached hereto and by reference made a part hereof (the "Remaining Lots"); and

WHEREAS, this Supplemental Declaration is intended to be supplemental, and in addition to the Amended and Restated Declaration of Covenants, Conditions and restrictions for South Jordan High Pointe P.U.D., recorded as Document No. 10468704, on July 1, 2008, Book 9623, Page 1395-1459, Salt Lake County Recorder's Office (the "Declaration"); and

WHEREAS, Declarant is the owner of all of the remaining Lots and Properties which were originally described at Exhibits A and B, of the Declaration, and is now the Declarant under the Declaration; and

WHEREAS, Under the Declaration, Declarant retained the right to impose easements over the Lots for drainage systems, and/or specific easements over the Lots, pursuant to Article XI, Sections 11.2(a) and (b) of the Declaration; and

WHEREAS, Declarant, as the Owner of the Remaining Lots, has an unrestricted right to impose such additional easements, duties, burdens and obligations over the Remaining Lots as Declarant may deem appropriate, regardless of the Declaration; and

WHEREAS, to provide for the orderly development, use and construction of improvements on the Lots, Declarant desires to impose restrictions on the Lots in order to maintain drainage systems existing or created during the development of the Lots; and

WHEREAS, when all subdivision improvements on the Lots and Properties are completed by Grantor, the Lots will be graded and designed to provide for drainage channels over, across and through the Lots based on storm drain design requirements of South Jordan City; and

WHEREAS, the drainage of the Lots relies on the slopes, grades and swales and other contours of the Lots which are put into place by Declarant or its assigns which construct some or all of the Lots, and such slopes, grades, swales and contours are intended to transfer and convey all storm water, runoff and drainage from or on each Lot to or through other Lots and finally to a public street and or public drainage or retention system. The entirety of the slopes, grades, swales and contours of each finished Lot is hereby referred to as the "Drainage System"; and

WHEREAS, it is essential that the Owners of Lots maintain the slopes, grades and swales and other contours of their respective Lots in order to maintain the Drainage System, and the Owners should not modify or affect such slopes, grades, swales or contours of the land comprising each Lot.

NOW THEREFORE, Declarant does hereby publish and declare that the Lots are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following additional covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Lots, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person or persons acquiring or owning an interest in the Lots and improvements, any Owners (as defined in the Declaration), and their grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, employees, and any other person who may in any manner use the Lots or any part thereof.

1. Restriction Against Modifying Grades. No Owner shall modify the grades, slopes, swales or contours of any Lot without the written consent of Declarant, so long as Declarant owns any Lot or Properties, or the written approval of the Association if Declarant no longer owns any Lot or Properties. Notwithstanding this prohibition, an Owner may disturb the Drainage System and the grades, slopes, swales or contours on the Owner's Lot for the purpose of constructing a residence on the Lot, provided, that, the Owner shall: (a) during construction of a residence or improvements on a Lot, provide for the continuation, storage and/or flow of drainage within the Drainage System, such that the Drainage System functions the same as before any disturbance; (b) after construction of a residence or improvements, provide for the reinstallation or repair of the Drainage System and all grades, slopes, swales or contours, to the same condition in which it existed prior to the disturbance; (c) provide for the integration of the Drainage System into the design of any residence or improvements placed on the Lot such that the residence or improvements do not impede the Drainage System or add additional burdens not contemplated by the Drainage System; and (d) provide such engineering and design information as may be required by Declarant or the Association, as the case may be, as they deem reasonably necessary for purposes of assuring compliance with the foregoing conditions.

In the event that any Owner shall fail to comply with any or all of the foregoing conditions, then (i) all of the rights, remedies and enforcement provisions

granted to Declarant, the Association or to Owners under the Declaration shall apply with equal force to this Supplemental Declaration; (ii) Declarant, the Association and any Owner shall be entitled to obtain injunctive relief and/or damages, requiring the Owner in breach to cease any disturbance of the Drainage System and to restore the Drainage System and to assess and charge any costs or damages to any Owner in breach for the failure to comply with this covenant; (iii) the Owner in breach shall be liable for any and all claims, judgments, damages, lawsuits, costs and attorney fees arising out of or resulting from the breach of this covenant and/or the enforcement thereof; and (iv) the Owner in breach will indemnify, defend and hold harmless the Declarant, Association or any other Owner for any claims, judgments, damages, lawsuits, costs and attorney fees arising out of or resulting from the breach of this covenant and/or the enforcement thereof. This covenant shall not be amended or removed without the consent of Declarant, so long as Declarant owns any Lot. Notwithstanding anything to the contrary contained in the Declaration, this Supplemental Declaration shall continue to run with the land even if the Declaration is terminated for any reason whatsoever.

2. Incorporation by Reference. Declarant incorporates by reference the Declaration and hereby incorporates all of the provisions of the Declaration as if fully set forth herein. Declarant intends that defined terms in the Declaration shall be used in the same manner in this Supplemental Declaration. This Supplemental Declaration is intended to and does hereby amend and add to the Declaration, and shall specifically apply to all Lots to the extent that Declarant has power and authority to modify or amend the Declaration. Otherwise, this Supplemental Declaration shall add to, supplement and modify the Declaration with respect to the Remaining Lots.

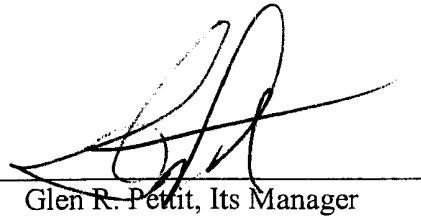
3. Statement of Authority. Declarant is the owner of all the Remaining Lots and Properties and was the owner of all Lots described in the Declaration. Declarant has the sole right to act as Declarant under the Declaration with or without a designation as Declarant based on Declarant's acquisition and ownership of all of the Lots. Declarant currently owns the majority of unsold Lots. Declarant as a Class B Owner has three votes for each Lot, thereby providing the majority votes for all Class A Owners and Class B Owners pursuant to the Declaration. Article XV, Section 15.2 of the Declaration approval of any amendment by a 75% vote, plus approval of the Declarant. Declarant's vote exceeds 75% and this Supplemental Declaration is hereby adopted as a supplement and amendment to the Declaration. Regardless of the foregoing, the covenants and agreements herein shall apply in any event to the Remaining Lots, and to any of the Properties added to the Declaration as additional and supplemental covenants and conditions to the use or ownership of the Remaining Lots or Properties.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration
on Aug 20 , 2013.

DECLARANT:

HOME CENTER CONSTRUCTION AT
HIGH POINT, PHASE 1&4 LLC
By Pro Management-Utah, LLC, Manager

By

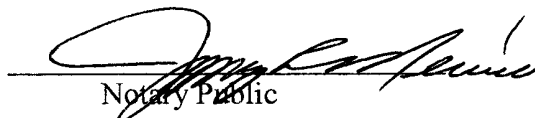


A handwritten signature in black ink, appearing to read 'G.R. Petit', is written over a horizontal line. The signature is stylized and cursive.

Glen R. Petit, Its Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by Glen R. Pettit, Manager, Pro Management-Utah, LLC, which is the Manager for Home Center Construction at High Point, Phasel&4, LLC, the Declarant, for and on behalf of said Declarant.


Notary Public

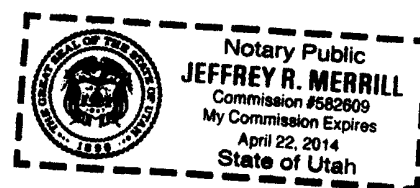


EXHIBIT "A" TO BE MADE A PART AND ATTACHED TO THAT CERTAIN SUPPLEMENTAL DECLARATION GRANTING AND RESERVING SLOPE AND DRAINAGE EASEMENTS IN SOUTH JORDAN HIGH POINTE P.U.D.

All Lots in Phase 1, 4, and 5, SOUTH JORDAN HIGH POINTE which are presently owned by Home Center Construction as of August 20, 2013 which are designated below.

Lots 101 through 162, inclusive, 501, 502, 503, 505, 506, 507, 508, 511, 512, 513, 514, 515, 516, 517, 518, 522, 526, 527, 528, 535, 537 and 538, SOUTH JORDAN HIGH POINTE PHASE 4 & 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah.

Parcel No.'s 27-17-358-020; 27-17-358-021; 27-17-360-018; 27-17-360-019; 27-17-360-020; 27-17-364-008; 27-17-365-001; 27-17-365-002; 27-17-365-003; 27-17-380-001; 27-17-380-002; 27-17-380-003; 27-17-380-004; 27-17-380-005; 27-17-380-006; 27-17-380-007; 27-17-380-008; 27-17-380-009; 27-17-380-010; 27-17-380-020; 27-17-380-019; 27-17-380-018; 27-17-380-017; 27-17-380-016; 27-17-380-015; 27-17-380-014; 27-17-380-013; 27-17-376-006; 27-17-376-007; 27-17-376-008; 27-17-376-009; 27-17-376-010; 27-17-361-018; 27-17-361-017; 27-17-361-016; 27-17-361-015; 27-17-361-014; 27-17-361-013; 27-17-361-012; 27-17-361-011; 27-17-361-003; 27-17-361-002; 27-17-361-001; 27-17-361-004; 27-17-361-005; 27-17-361-006; 27-17-361-007; 27-17-361-008; 27-17-361-009; 27-17-361-010; 27-17-376-005; 27-17-376-004; 27-17-376-003; 27-17-379-003; 27-17-379-002; 27-17-379-001; 27-17-359-005; 27-17-359-004; 27-17-359-003; 27-17-359-002; 27-17-359-001; 27-17-380-011; 27-17-356-002; 27-17-356-003; 27-17-356-004; 27-17-356-006; 27-17-362-001; 27-17-357-003; 27-17-357-004; 27-17-357-007; 27-17-363-001; 27-17-357-008; 27-17-357-009; 27-17-357-010; 27-17-357-011; 27-17-357-012; 27-17-363-002; 27-17-358-013; 27-17-358-017; 27-17-358-018; 27-17-358-019; 27-17-360-007; 27-17-360-009; and 27-17-360-010.

also

Lots 402, 403, 439, 443, 455, and 456, SOUTH JORDAN HIGH POINT PHASE 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah.

Parcel No.'s 27-17-351-014; 27-17-351-015; 27-17-354-010; 27-17-353-006; 27-17-358-001; and 27-17-357-002.