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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GOUGH HOMES
8186 S 1300 W
WEST JORDAN UT 84088
BY: SMA, DEPUTY - WI 14 P.

WHEN RECORDED RETURN TO:
Gough Homes, L.L.C.
8186 S 1300 W
West Jordan, Utah 84088

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHEADON GLENN SUBDIVISION**

THIS Declaration of Protective Covenants, Conditions and Restrictions for Wheadon Glenn Subdivision, a Planned Unit Development (the "Declaration") is made and executed as of this ___ day of _____, 2014, by Gough Homes, L.L.C., a Utah limited liability company located at 8186 S 1300 W, West Jordan, Utah 84088 (hereinafter referred to as the "Declarant"):

SUBMISSION

The property which is subject to this Declaration is located in Salt Lake County, Utah, and is more particularly described as follows (the "Property"):

ALL OF LOTS 1 through ¹²~~25~~, Wheadon Glenn Subdivision, as the same is identified in the Record of Plat Maps in the Salt Lake County Recorder's Office.

Together with the use and enjoyment of the private roads and common areas within Wheadon Glenn Subdivision, as set forth on the recorded plat.

In consideration of the premises and as part of the general plan for the improvement of the Property, the Property is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration. In addition:

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

Each Lot in the subdivision shall be subject to the following requirements and restrictions, which are intended to ensure an environmentally sound and aesthetically pleasing development in Wheadon Glenn, in harmony with the natural environment and with itself.

GENERAL GUIDELINES

1. **Planned Use and Building Type.** No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings on Lots 1-26, not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Each dwelling shall incorporate a covered porch, a de-emphasized garage, and a front walk that provides direct connection to city sidewalks, as set forth in the approved plat.

Accessory buildings may be located on Lots 1-26 if and only if all of the following conditions are met:

- (a) The accessory building is located in the rear and at least 6 feet from a dwelling on an adjacent lot.
- (b) The accessory building is to be located not less than 3 feet from any property line, 10 feet from side property line and 6 feet from the main residence.
- (c) Animal shelters must comply with city ordinances as to height, size, location and construction material. Roof and exterior material must conform to main residential requirements as described in paragraph 15 below.

2. **City Approval.** These restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria all the requirements of this Declaration and any architectural guidelines. All lots, fences, common areas, dwellings, accessory buildings and structures, together with all other elements of the subdivision must comply with South Jordan City's Development Code.

3. **Building Location.** Building locations must conform to the requirements of the South Jordan City zoning ordinances and Development Code.

4. **Subdivision of Lots.** No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots with less square footage in area than the area of the lot at the time of its initial purchase.

DESIGN GUIDELINES

5. **Building Envelope.** All structures of every kind, including buildings, decks and storage structures, must be located within the City's setback limits unless a variance or other exception is approved by the City and the Architectural Control Committee (see Article VII hereafter).

6. **Site Preparation, Grading and Drainage.** Each Owner is strongly encouraged to preserve the existing topography. Any grading should be done to maintain the existing terrain using natural rounded and varied contours. Grading should be directed, naturally, to the drainage system. Exposed drainage pipe must be avoided. Erosion is to be controlled to protect and retain any exposed earth.

7. **Access Drives.** The graded or paved surface of any access drive may not exceed 30 feet in width. Placement of the access drive shall leave a minimum of five (5) feet of yard or landscaping between the access drive and the nearest side property line. The location of the Drive and proposed driving surface are subject to approval by the Architectural Control Committee.

8. **Garage; Parking.** Each site must have an enclosed garage designed for at least two (2) cars.

9. **Fences and Walls.** Back and rear side yard fences and patio/courtyard sight screens shall be constructed only upon approval of the Architectural Control Committee. Fencing must be vinyl, tan in color, and six feet in height. There shall be no front yard fencing, meaning between the structure and the street. Side yard fences shall not extend beyond the front line of the house and/or garage. Side yard access gates shall be no more than three (3) feet wide. Fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

10. **Terraces and Decks.** The finish of decks and terraces, especially with regard to railings, should be designed so as to appear to be architecturally integrated with the residence itself. Style, color and materials that are used on the home itself must also be utilized for decks, skirting, or terraces.

11. **Exterior Lighting.** Outdoor lighting must be designed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities and security must be directed downward and be only bright enough to provide for safe use of steps and paths.

ARCHITECTURAL DESIGN

12. **Style.** Each residential structure shall be of a traditional design. No contemporary or geodesic-style homes shall be permitted.

13. **Design Guidelines.** The minimum total floor area, finished and unfinished, of any home shall be 3,400 square feet (excluding the garage, porch, balcony, patio, and deck).

14. **Height of Structures.** No home may exceed 35 feet in height at the highest point of its roof, meaning the vertical distance between the top of the roof and the proposed subdivision grade, at any given point of the building coverage. If applicable government standards call for a more restrictive standard, the government standard shall prevail.

15. **Roofs.** No structure shall utilize or incorporate a flat roof. Each roof shall have a minimum 6/12 pitch. Each structure shall use architectural-grade 25-year asphalt shingles, or higher, roofing materials. Roof materials allowed are: architectural grade shingles, fire retardant wood shake, slate or tile. Roof colors shall be earth tones or black. White, bright and reflective materials are prohibited from roofs.

16. **Foundations.** Visible surfaces of concrete masonry on concrete foundation walls and piers may not exceed six (6) inches above finish grade unless they are faced with approved exterior materials.

17. **Garages.** Each residence must have an enclosed garage for at least two (2) cars. Carports of any kind are prohibited.

18. **Exterior Materials.** The exterior construction of structures shall generally blend in and be compatible with the surrounding area, and shall consist of stucco and masonry. Each home shall have a minimum square footage of masonry wall surface equal to two feet (2') times (x) the entire perimeter (also expressed in feet) of the structure's foundation and shall consist of brick or stone. All front elevations shall be 50% brick or stone with balance of concrete fiber board.

19. **Prefabricated Buildings.** No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted without the written permission of the Architectural Control Committee. No mobile homes will be permitted to be placed or stored on any building Lot.

20. **Landscaping.** All of the lot surrounding the structure which is visible from the street shall consist of lawn or vegetative landscaping (trees, shrubs, flowers) except the driveway and any walkway. The driveway and walkway shall be "surfaced" will cement or other appropriate material approved by the Architectural Control Committee. At least one-half (50%) of the front yard area (excluding driveway) shall be lawn with the remainder neatly defined landscape areas of small trees, shrubs, and flowers.

21. **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, or stamped concrete. Gravel areas are not permitted.

22. **Solar Equipment.** Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

23. **Antennae.** All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

24. **Pools, Spas, Fountains, Game courts.** Pools, spas, fountains and game courts shall be permitted but 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 ramps, which structures are hereby prohibited.

25. **Metal Awnings.** Metal awnings or metal “lean-tos,” shall not be permitted on any lot.

CONSTRUCTION REGULATIONS

26. **Building Lot.** All building materials, construction debris, and excess dirt shall be placed on that building Lot. All debris and trash shall be placed in a receptacle and removed at least weekly. The excess soils from the excavation of the home’s basement shall be placed where it will not interfere with the construction of the subdivision or the installation of its public utilities.

27. **Dust and Noise Control.** The builder or Owner shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is a result of their construction activity on or adjacent to their lot.

28. **Construction and Other Related Debris.** Construction debris, grass clippings, garbage and other discarded items shall not be disposed of into the open space areas.

ARTICLE II USE RESTRICTIONS AND RULES

The Subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. The master plan details building envelopes for each Lot within which the primary residential structure must be located. No Lot shall be further subdivided, even if zoning laws would allow subdivision. All structures shall be in compliance with applicable zoning ordinances regarding side yard and height limitations. The following standards and restrictions shall govern the improvement, maintenance and use of each Lot:

1. **Street Parking.** The applicable fire code only allows on-street parking on one side of the street. Owners and their guests and visitors shall comply with the fire code parking restrictions at all times. In addition, on-street parking is intended for temporary visitors only. No motor vehicle, boat, recreational equipment, or any similar item may be parked, stored, or left on or next to the streets in and around the Property for more than a six (6) hour period unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

2. **Recreational Vehicles.** No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in any side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas. However, these restrictions shall not apply to emergency repairs to vehicles. All R.V.’s and vehicles must be stored at the minimum house set-back as required by South Jordan City.

3. **Animals and Pets.** Dogs, cats or other animals may be kept as permitted by current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner’s premises and under the owner’s control. Whenever a pet is allowed to leave

a Lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by the lot owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as any applicable statutes, ordinances or regulations may provide.

4. **Location of Structures.** No structure shall be erected, placed or altered on any Unit in the Subdivision until the building plans, specifications, and plot plan showing the location of such structure have been approved in writing by the Architectural Control Committee.

5. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

6. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours, unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues. For the purposes of these Restrictions generally, and for this paragraph in particular, the "front yard" includes and encompasses the required setback for the home.

7. **Signs.** No sign of any kind shall be displayed to public view on any structure or any Unit, except for a sign, limited to one (1), advertising the property for sale, which sign shall not be larger than four (4) square feet.

8. **Modification of Units.** Any Owner may remodel, paint or redecorate the interior of structures on his or her Unit without approval. However, modifications to the interior of porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval of the Architectural Control Committee. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

9. **Common Area Restrictions.** The Common Areas shall be used only in a manner consistent with the planned unit residential concept.

10. **Only Legal Uses Permitted.** All Units are intended to be improved with residences and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other residence or Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Area(s).

11. **Garage Restrictions.** Any garage constructed on a Unit is intended for the parking of motor vehicles. Although incidental storage in a garage otherwise used for the parking of motor vehicles is permitted, no garage may be used for storage to such an extent or in such manner that the storage prohibits or otherwise interferes with its primary use in the parking of motor vehicles. The Association may from time to time prescribe detailed rules regarding the use of garage space for storage. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

12. **Installation of Landscaping.** Fully landscaped yards shall be installed prior to occupancy of each Unit. For improvements on Units completed during winter months, a landscape bond shall be posted with a title company prior to occupancy to assure landscape completion. Each home shall include one tree in the front yard. Deciduous trees shall be at least 1 ½ inches in caliper and coniferous trees shall be a minimum height of five (5) feet.

29. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved in writing by the Association.

13. **Developer Exceptions.** Notwithstanding the restrictions contained in this Article II, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Developer shall have the right to use any Unit owned by it, and any part of the Common Areas reasonably necessary to appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvements of the Common Areas or improvement and/or sale of all Units owned by Developer.

ARTICLE III EASEMENTS

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines and drainage facilities are installed within the Property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the fullest extent necessary, to enter upon the other lots in the subdivision where said connections, lines or facilities, or any portion thereof lie, or to have utility companies enter upon the other lots, to repair,

replace and generally maintain said connections, lines and facilities as and when the same may be necessary. Any lot so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this paragraph shall be construed to authorize or permit an owner who is not properly certified or qualified to repair, or attempt to repair, any such connections, lines or facilities. All such repairs shall be performed by qualified personnel from the applicable utility company, phone or cable service.

3. Sewer and water laterals are stubbed to each property. All owners must locate and verify the depth of the sewer and water laterals prior to the commencement of any construction on the lot.

ARTICLE IV THE ASSOCIATION

1. **Formation.** The owners of each lot in the subdivision shall form an association to pay the ongoing expenses of maintaining the common area of the subdivision, and to otherwise enforce these Restrictions. The name of the association shall be The Wheadon Glenn Homeowner's Association, Inc., a Utah non-profit corporation (the "Association").

2. **Membership in the Association.** Membership in the Association is appurtenant to the ownership of a lot, and may not be partitioned therefrom. Each purchaser of a lot shall automatically become a member of the Association.

3. **Board of Trustees.** The Association shall be managed by a Board of Trustees, which shall appoint officers, hold meetings, and conduct the business of the Association as more particularly set forth in the bylaws adopted by the Association.

4. **Classes of Membership and Voting Allocations.** The Association shall have two (2) classes of membership - Class A and Class B, as more particularly described in the Bylaws. Class A Members shall be all owners with the exception of the Class B Member, if any. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership as more particularly set forth in the bylaws of the Association.

ARTICLE V COMMON AREA

1. **Common Area** shall mean and refer to all real property in or adjacent to the Property in which the Association or its members have a right of use or owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

a) South Jordan City shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event South

Jordan City exercises this right, the City shall be entitled to recover any associated costs and attorney fees. In addition, the owners within this project, by virtue of purchasing a dwelling unit within this development, 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 the Home Owners Association, 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 Home Owners Association President of the project. This section shall not be amended or deleted without the approval of the City of South Jordan

b) All common area designated as such in the plat map, and amendments or supplements thereto, including the green, open space immediately east of the canal, on the east side of the subdivision (the "Open Space").

c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all lot owners, such as telephone, electricity, gas, water and sewer.

2. **Ownership and Use.** Each Owner shall be entitled to the exclusive ownership and possession of his dwelling and lot (collectively, "Lot") and to membership in the Association as set forth herein. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by persons. This is a residential community and as such the Lots shall be used only for residential purposes. The Common Area shall only be used in a manner consistent with the residential nature of the Project.

ARTICLE VI MAINTENANCE AND ASSESSMENTS

1. **Maintenance.** The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:

a) **Area of Common Responsibility.** The Association shall maintain and repair, as needed from time to time, the Common Area, including the Open Space, and any improvements constructed or installed thereon.

b) **Landscaping Restrictions.** Lot owners shall not modify the landscaping, green space, sod, sprinkling system, or drainage in, on or about the Open Space, or any other portion of the Common Area, without the prior written consent of the Board of Trustees.

c) **Snow and Ice Accumulations.** The Association shall remove (or contract for the removal of) all ice and snow accumulations from the Common Area. Each Lot Owner shall remove all ice and snow accumulations from all other locations, including but not limited to the

driveway and all walkways (and steps) leading to the dwelling's main entrance, as well as on the sides and to the rear of the dwelling.

d) Area of Personal Responsibility. Each Owner shall maintain his Lot, and all of the improvements constructed or installed thereon.

2. Assessments and Common Area Expenses. Each Owner, upon receipt of a deed to a Lot, shall pay all Assessments subject to and in accordance with the restrictions set forth herein, provided, however, that under no circumstances shall the Developer be obligated to pay any Assessments at any time. Following the conveyance of a Lot to an Owner (other than the Developer), each of Lots 1 through 26 shall be subject to a monthly assessment for the maintenance of the Common Area. As of the date of the signing of these Restrictions, the monthly assessment for Lots 1 through 26 is estimated to be \$49.00 per month (equating to \$1,568 per year). From and after January 1, 2015, the monthly assessments set forth above shall be increased by three percent (3%) per year over the previous year's assessment without the vote of the Members or such assessment amounts may be increased in a greater amount or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members) present in person or represented by proxy at a meeting duly called for such purposes

3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the subdivision. The use made by the Association of funds obtained from assessments, may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Area; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$20.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. Special Assessments. In addition to other assessments described herein, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than

a majority of the members of the Association other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.' Notwithstanding anything to the contrary herein, the Association may not levy any special assessments against the Developer.

6. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. Each Owner, shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association assessments described in this section, together with the hereinafter provided for interest and costs of collection. All such assessment amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

7. **Effect of Non-Payment; Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

8. **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Area and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his or her pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

ARTICLE VII ARCHITECTURAL CONTROL

1. **Architectural Control Committee.** The Officers of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures (herein the "Architectural Control Committee" or "ARC"). The ARC need not be composed of Owners, but any non-owner member must be a director, officer, manager, member, trustee, beneficiary or other manager or beneficial owner of an entity owning a Lot or Living Unit. If such a committee is not appointed the Officers shall perform the duties required of the committee.

2. **Submission to Committee.** Except Units constructed by the Developer, no Unit, accessory building or structure or addition to a Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the ARC. All such plans and specifications shall be consistent with architectural guidelines which shall be from time to time adopted by the Officers and/or the ARC.

3. **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the ARC shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

4. **Approval Procedure.** Any plans and specifications submitted to the ARC shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the property owner. All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the ARC fails to take any action within such period it shall be deemed to have approved the material submitted.

5. **Bond/Security Deposit.** The ARC may require that an Owner post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ARC, in an amount not to exceed \$1,000.00 in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the ARC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements.

6. **Address for Submittal.** Plans and specifications for the construction and installation of any and all improvements within Draper Creekside Townhomes shall be submitted and approved by the ARC (prior to submittal to any required governmental agency) at the address designated by the officers of the Association.

7. **Construction.** Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion.

8. **Liability for Damages.** The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

9. **Exception for Developer.** The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. **Developer's Obligation.** Developer hereby covenants in favor of each Owner that all Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

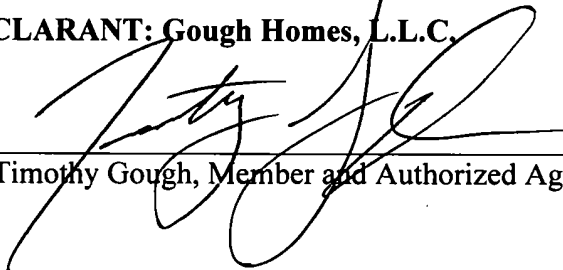
ARTICLE VIII DURATION, ENFORCEMENT AND AMENDMENT

1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the Property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages, including reasonable attorney's fees, for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 3rd day of November, 2014.

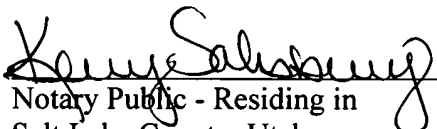
DECLARANT: **Gough Homes, L.L.C.**

By: 
Timothy Gough, Member and Authorized Agent

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

On this 3rd day of November, 2014, personally appeared before me Timothy Gough, duly sworn, who did say, for himself, that he is a member of Gough Homes, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires: 08/24/2018


Notary Public - Residing in
Salt Lake County, Utah

