38, 24.

AFTER RECORDING RETURN TO: Sam Drown, Manager Castle Creek Homes South LLC 9067 S 1300 W #**1**05 West Jordan, UT 84088 11992764

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Book - 10295 P9 - 9665-9702

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

CASTLE CREEK HOMES SOUTH LLC

9067 S 1300 W #105

WEST JORDAN UT 84088

BY: EEP, DEPUTY - WI 38 P.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR

BECKSTEAD LANE PLANNED UNIT DEVELOPMENT (PUD)

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (the "Declaration") is made this 5th day of Feb., 2015 by Castle Creek Homes South LLC, a Utah Limited corporation, whose principal address is 9067 S 1300 W #205, West Jordan, UT 84088, herein after referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in South Jordan City, Salt Lake County, State of Utah, the "Subdivision", as more particularly described in Exhibit "A":

WHEREAS, Declarant intends that the building lots in the Subdivision (individually, a "Lot" and collectively, the "Lots"), together with the common easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, and assessments set forth herein.

NOW, THEREFORE, Declarant hereby declares, that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the owners of the Lots (each, a "Lot Owner"). It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Lot Owners. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision. In addition, the Covenants shall inure to the benefit of, be binding upon, and enforceable by, Declarant, and each Owner, their respective heirs, executors and administrators, and successive owners and assigns, and, as set forth in this Declaration.

ARTICLE I

SECTION 1: Homeowners Association (HOA)

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SECTION 1.1. Membership. Each owner shall be entitled and required to be a member of the "Homeowners Association" (HOA). Membership shall begin immediately and automatically upon becoming an owner and shall terminate immediately and automatically upon ceasing to be an owner. If title to be a resident is held by more than one person, the membership appurtenant to the residence shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the residence is held. An owner shall be entitled to one membership for each residence owned by such owner.

SECTION 1.2 Officers. The Declarant shall control the Homeowners Association until such time that all lots are sold to persons other than Declarant. After the Declarant has sold all lots and dwellings, the initial officers of the Homeowners Association shall consist of three individuals. Each officer shall have one equal vote, which shall consist of one officer appointed by the Declarant and the remaining officers elected by the Owners. A officer may serve any number of consecutive terms.

SECTION 1.3 Removal & Recognition of Homeowners Association Officers. A officer may resign at any time by giving written notice to the other officers. Any officer may be removed, with or without cause, by a vote of the majority of the other officers. Any vacancy may be filled for the unexpired term of a officer who has been removed or vacated such, upon a majority of the other officers.

SECTION 1.4 Meetings. Regular Homeowners Association meetings may be held at such time and places as a majority of the officers determine from time to time; however, at least four meetings shall be held during each fiscal year with at least one meeting each fiscal quarter. Special meetings may be held at any time upon notice by any officer.

SECTION 1.5 <u>Powers.</u> The Homeowners Association shall have such enforcement rights set forth in this Declaration and all other powers that Utah law provides for nonprofit corporations and those necessary to administer the Homeowners Association's affairs and to perform the Homeowners Association's responsibilities and to exercise its rights.

SECTION 1.6 <u>Duties.</u> The Homeowners Association, for the benefit of the Owners and Declarant shall have the following general powers and duties, in addition to the specific powers and duties provided for herein:

- a. To execute all declarations of ownership for tax assessment purposes with regard to the common areas, if any, on behalf of all owners.
- b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent owners if the Homeowners Association sees fit.
- c. To enter into contracts, maintain one or more bank accounts, and generally have all the power necessary or incidental to the operation and management of the Association.
- d. To protect or defend the common areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable rules and regulations for the operation of the common maintenance areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by the owners constituting a majority of the votes of the Homeowners Association, or with respect to a rule applicable to less than all of the common areas, by a majority of the votes of the owners in the portions affected.

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- f. To make available for inspection by owners within sixty days after the end of each year an annual report and to make all books and records of the Homeowners Association available for the inspection by owners at reasonable times and intervals.
- g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the owners in proportionate amounts to cover the deficiency.
- h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any owner for violation of such provisions or rules.
- i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.
- j. The Homeowners Association shall have the exclusive rights to contract for all goods, services and insurance, payment of which is to be made from the operation account and the exclusive right and obligation to perform the functions of the Homeowners Association except as otherwise provided herein.
- k. The Homeowners Association, shall have full power and authority to contract with any owner or other person or entity for the performance by the Homeowners Association of services which the Homeowners Association is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Homeowners Association may deem proper advisable and in the best interest of the Homeowners Association.
- 1. The Association shall levy and collect assessments to pay for the maintenance and repair of all Common Areas. The cost of repair or replacement of any portion of the Common Areas resulting from the willful or negligent act of an Owner, Occupant, Lessees, tenants, family, guests or invitees shall be, in addition to the party at fault, the joint responsibility of such Owner to the extent that it is not covered by insurance maintained by the Association. The Association shall cause such repairs and replacements to be made and the cost thereof may be levied as an individual charge against such Owner, and enforce payment of the same as a lien.

SECTION 1.7 Right to Appoint Committees. The Homeowners Association may appoint such committees, as they deem appropriate to perform such tasks as the Homeowners Association may designate by resolution. Each committee shall operate in accordance with the terms of such resolution creating the committee; service on a committee shall be for a term of two years. The Homeowners Association shall have the right to disapprove or veto any committee decision or action. Committees shall not have the authority contractually to bind the Homeowners Association or to commit the Homeowners Association financially or otherwise.

SECTION 1.8 Accounting. The Homeowners Association shall keep such books and records with detailed accounts of the receipts and expenditures affecting the Properties and the administration of the "Properties", specifying the maintenance and repair expenses of the

common areas and other expenses incurred. Said documents, books, financial statements and vouchers accrediting the entries thereupon shall be available for examination by the Declarant, homeowners and their duly authorized agents or attorney's, and general business owners. All records and books shall be kept in accordance with generally accepted accounting practices. Each year the directors shall obtain either a reviewed financial statement of audited financial statement if requested in writing by a majority of the members of the Association.

SECTION 1.9. <u>FEES</u>. There shall be an initial fee of \$50.00 due upon closing of a residence. For the first year, an annual fee of \$50.00 will be assessed and may be adjusted after 1 year based on actual expenses. Fee's are to be paid by each owner by the 15th of November or a 10% late fee will apply. The Homeowners Association shall mail notices to each residence at least 1 month prior to fee's being due.

Article II

SECTION 2: ARCHITECTURAL CONTROL

SECTION 2.1. It is the intention and purpose of these covenants, conditions and restrictions to impose architectural standards that result in residential dwellings, which are architecturally compatible in terms of proportion, materials, colors, and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee (the "Architectural Committee"), which is empowered to oversee the construction of all dwellings and other improvements to Lots in the Subdivision. The Architectural Committee will consist of three (3) members. The initial committee will consist of three people appointed by the Declarant, its respective heirs, executors and administrators, who do not need to be Lot Owners. At the time that all of the Lots are sold to persons other than Declarant, all members of the Architectural Committee will be elected by the Lot Owners.

SECTION 2.2. A majority of the Architectural Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Committee, the remaining members of the Architectural Committee shall have full authority to select a successor. Neither members of the Architectural Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

SECTION 2.3. Prior to the Lot Owner obtaining any building permit from South Jordan City, the Architectural Committee's approval is necessary. The approval or disapproval, as required in these covenants shall be in writing. The Lot Owner must submit a set of formal plans, specifications, and site plan to the Architectural Committee before the review process can commence, which plans will be dated at the time of receipt. In the event the Architectural Committee, or its designated representative, fails to approve or disapprove submitted plans within twenty (20) days after plans and specifications have been received and dated by the Architectural Committee, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 2.4. No dwelling, building, fence, wall or other structure shall be commenced, erected or maintained upon a Lot in the Subdivision, nor shall any exterior addition or change of

alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

SECTION 2.5. Neither the Declarant nor any member of the Architectural Committee shall be liable to a Lot Owner for their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural Committee for review.

SECTION 2.6. The Architectural Committee's review is limited to those matters expressly granted in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Architectural Committee prior to construction.

ARTICLE III

SECTION 3: RESIDENTIAL AREA COVENANTS

SECTION 3.1. No residential dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling. All construction shall be comprised of new materials, except used brick and rock may be used with prior written approval of the Architectural Committee.

SECTION 3.2. DWELLING GUIDELINES.

(a) Quality and Dwelling Guidelines. No prefabricated or manufactured homes will be allowed. Only one residential dwelling may be constructed on any Lot. Each residential dwelling must have an attached garage for a minimum of 2 cars with a minimum as determined by the approved Design Book and city requirements. Finished square footage minimums as follows:

Rambler: The main level floor shall be a minimum of 800 square feet.

Two-story/Multi-level: The total above grade finished square footage shall be a minimum of 1,500 square feet.

For purposes of calculating square footage minimums, open porches and garages shall not be included.

(b) Exterior Surface Materials. Each residential dwelling (and any outbuildings) must have an exterior covered with brick, rock, stone veneer, fibercement siding or stucco, or a combination of brick, rock, stone veneer, fibercement siding, or stucco, and aluminum soffit and fascia as approved by the

Architectural Committee and in accordance with the approved design book (See Exhibit "B".

- (c) Mailboxes. Each residence will have access to gang mailbox as determined by the United States Postal Service (USPS).
- (d) Dwelling Setback and Placement. Each dwelling and outbuilding must be placed on a Lot in an area that meets the setbacks in the Design Book (See Exhibit "B" approved by South Jordan City and any easement restrictions set forth on the Subdivision plat.
- (e) Roof Design. Roof pitches must be within a range of an 6/12 or greater slope. Roof pitches less than 6/12 must be approved by the Architectural Control Committee. Eaves and roofs must overhang by at least 16 inches. All roofing shall consist of 30-year or heavier architectural grade asphalt shingles. The Architectural Committee may, in its sole discretion, approve other roofing materials as new roofing material products are developed. Mansard, fake mansard, A-frame (except on entry ways or porches), gambrel, flat roof designs are prohibited. All fascia boards must be at least 6 inches in width. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.
- (f) Antennas; Solar Equipment. All antennas must be enclosed within the dwelling. Any satellite dishes in excess of 24 inches in diameter must be located and screened in a manner approved in advance by the Architectural Committee so that they are not directly visible from adjoining Lots. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.
- (g) Balconies and Decks. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than seven feet above grade must be finished with aluminum or vinyl soffit in matching colors.
- (h) Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by the Architectural Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel driveways are not permitted. Asphalt driveways are not permitted.

SECTION 3.3. OUTBUILDINGS. Any and all outbuildings must be approved by the Architectural Committee prior to South Jordan City issuing a building permit. The exterior of all out buildings must match the exterior design of the residential dwelling on the Lot. No garage,

storage unit or other outbuilding may be constructed prior to the construction of the dwelling on the Lot.

SECTION 3.4. FENCING. All fencing materials shall consist of one or more of the following: stone, brick, decorative block, concrete pre-cast, vinyl, or rod iron. Other materials must be approved by the Architectural Committee.

SECTION 3.5. CITY ORDINANCES. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of South Jordan City, Salt Lake County, and the State of Utah which may apply, including, without limiting the generality of the foregoing, all zoning and land use ordinances. Any business operated out of a residential dwelling must be in strict compliance with the zoning and ordinances adopted by South Jordan City, and may require a conditional use permit to be applied for at South Jordan City, and shall be operated under a valid South Jordan City business license.

SECTION 3.6. EASEMENTS. Easements for the installation and maintenance of utilities, drainage and irrigation facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain on or around said easement which may damage or interfere with the installation and maintenance of utilities, drainage and irrigation, or which may change the direction, obstruct or retard the flow of storm drainage or irrigation water in the buried utility lines or open channels within said easements. These easements may be used by Declarant or utility companies to provide services to properties other than this Subdivision.

SECTION 3.7. 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. Commercial vehicles cannot be parked on the road or in front of the home, but must be kept in a garage on the Lot. No repairs to vehicles may be done on driveways or on the road. All repairs must be done in a garage. Also, no semi-trucks or trailers will be allowed in the Subdivision at any time, and curbside parking is only allowed where permissible. Vehicles shall not block public sidewalks.

SECTION 3.8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 3.9. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All such containers must be kept clean and in good 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 materials or other objects are to be stored on any Lot in view of the general public including (but not limited to) old vehicles.

SECTION 3.10. NO SERVICE YARDS. There shall be no clothes lines, service yards, or storage yards. No mechanical equipment may be maintained outside of garages.

SECTION 3.11. NO OFFENSIVE NOISES OR ODORS. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

SECTION 3.12. NO HAZARDOUS ACTIVITIES. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

SECTION 3.13. NO UNSIGHTLINESS. No unsightliness is permitted on any Lot. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any residential dwelling unit or addition); (ii) lawn or garden furniture except during the season of use; and (iii) the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street. All boats, trailers, motor homes and other recreational vehicles shall be stored at minimum house setback or as required by South Jordan City.

SECTION 3.14. LANDSCAPING. All front and side yards must be landscaped within one (1) year after a residential dwelling is occupied. All park strips must be landscaped within 60 days after a residential dwelling is occupied or as soon as weather permits, but not to exceed 1 year. Rear yards must be landscaped within two (2) years of occupation of a residential dwelling. All park strips must be planted in grass and trees of a type and size to be established by the Landscaping Plan (Exhibit "C"), the Architectural Committee and/or South Jordan City. All Lots and contiguous fence lines must be kept free of noxious weeds and must maintain a pleasant appearance.

SECTION 3.15. LIVESTOCK. No animals other than ordinary household pets or poultry allowed by the South Jordan City ordinance may be kept on any Lot. No large animals or livestock shall be allowed on any Lots.

SECTION 3.16. OWNERSHIP. This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Lot Owners will be responsible for any and all water retention and run-off from irrigation or other water sources, natural or man made, initiated at or pertaining to their Lot, that could affect or damage other Lots or property. Lot Owners will not be allowed to remove, restrict, or disassemble any drainage or irrigation system put in place by Declarant unless found to be defective and replaced by an equal or greater system.

SECTION 3.17. COMPLETION REQUIRED BEFORE OCCUPANCY No dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by South Jordan City. In addition, the Architectural Committee may bar occupation of a dwelling if garage doors or other exterior features have not been completed.

SECTION 3.18. ADDITIONAL DEPOSITS. At the closing of each Lot, the Lot Owner will need to deposit \$1,500.00 with Declarant for the warranty escrow, which is to cover any costs associated with damage caused by the Lot Owner (or its contractors or agents) to improvements that Declarant has installed (i.e., curb and gutter, sidewalk, meter and valve boxes, etc.) during the warranty period of the Subdivision. Once the warranty period has expired with South Jordan City and no repairs are necessary on Lot Owner's Lot, and the Lot Owner's landscaping is complete (as specified in Section 14 above), whichever occurs last, the \$1,500.00 deposit will be returned to the Lot Owner.

SECTION 3.19. EXCEPTION FOR DECLARANT. Notwithstanding the restrictions contained in this Article II, for the seven (7) years following the date on which this Declaration is filed for record in the office of the Salt Lake County Recorder, Declarant shall have the right to use any Lot owned by it in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement and/or sale of all Lots owned by the Declarant.

SECTION 3.21. OWNERSHIP AND RENTALS. Any and all residential units shall be owner occupied and shall remain owner occupied for the first year. In the event that the initial owner moves after one year, the total limit of residences that may be rented may not exceed 20% (4 residences) of the total units to be constructed. 80% of the units must be owner occupied unless 75% (18 residences) approve otherwise by written vote.

SECTION 3.22. 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.

ARTICLE IV

SECTION 4 ENFORCEMENT.

SECTION 4.1 Enforcement. In the event of any claim, dispute or other matter arising under or relating to this Declaration, the Declarant or any aggrieved Owner may present such claim or dispute to the Homeowners Association or may initiate any appropriate legal or equitable proceeding to enjoin, abate, restrain or otherwise remedy any violation of the

Page 9 of 15

Restrictions. Prior to any aggrieved Owner initiating any such proceedings, the aggrieved Owner shall provide written notice of the grievance to the party allegedly responsible for the grievance and the Homeowners Association, and if Declarant owns any Lot in the Properties, the aggrieved Owner shall provide a copy of the written notice to Declarant. The Homeowners Association may take such action as permitted and necessary to enforce such claim, or may allow the Declarant or the Owner to bring such legal action as necessary to enforce the claim. The covenants, conditions, and restrictions contained in this Declaration shall bind and inure to the benefit of and shall be enforceable by each Owner; said enforcement rights shall also be held by the Declarant until the date of close of escrow for the sale of all the Lots owned by Declarant in the Properties. Once close of escrow has occurred as to each of the Lots owned by Declarant in the Properties, Declarant shall have neither right nor obligation to enforce any of the terms of the Declaration. Notwithstanding any provision of this Declaration, Declarant shall have no obligation to enforce the provisions of Article III or to initiate litigation to enforce any of the terms of this Declaration.

ARTICLE V

SECTION 5. DISPUTES

SECTION 5.1 MANDATORY BINDING ARBITRATION FOR MATTERS

INVOLVING DECLARANT. To the fullest extent permitted by law, all claims and disputes of any kind that an Owner may have involving the Declarant or any affiliate, partner, joint venture partner, consultant, entitler, general contractor, agent, employee, executing officer, manager, Owner of Declarant, the APRA, or any affiliate, partner, joint venture partner, consultant, entitler, general contractor, agent, employee, executing officer, manager, Owner of the APRA, or any predecessor in interest of Declarant, or any consultant, entitler, agent, employee, attorney, officer, manager or owner of such predecessor in interest or agent thereof (a "Dispute") shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving disputes between such covered Persons and any Owner. Disputes subject to binding arbitration include, but are not limited to:

- (a) Any alleged violations of consumer protection, unfair trade practice, or other statutes;
- (b) Any allegation of negligence, strict liability, fraud, breach of contract, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- (c) Any disputes concerning the issues that should be submitted to binding arbitration;
- (d) Any dispute as to the payment or reimbursement of the arbitration filing fee; and
- (e) Any dispute as to any of the responding party's duties and/or responsibilities set forth in this Declaration.

The arbitration shall be conducted by a reputable arbitration service or arbitrator that party responding to the arbitration request shall select, at its sole discretion, at the time the request for arbitration is submitted. The rules and procedures of the designated arbitration organization, that are in effect at the time the request for arbitration is submitted, will be followed.

The arbitration shall be governed by the United States Arbitration Act (9 U.S.C. §§ 1-16) to the exclusion of any inconsistent state law, regulation, or judicial decision. The award of the

Page **10** of **15**

arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Each party shall bear its own attorneys fees and costs (including expert costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. This filing fee shall be no more than the amount charged by the arbitration service or arbitrator for arbitration of a Dispute. The arbitrator shall, as part of any decision, award to the party prevailing at the arbitration any applicable filing fees or other arbitration fees paid by that party.

If any Owner or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other Dispute, and the Court shall, upon motion of any party to the proceeding, direct that such Dispute be arbitrated in accordance herewith.

SECTION 5.2 <u>Amendment Requires Consent of Declarant</u>. Notwithstanding any other provision of this Declaration, this Article VII and its subsections may not be amended except with the written consent of the Declarant.

ARTICLE VI

SECTION 6: GENERAL PROVISIONS

SECTION 6.1. ENFORCEMENT. Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any Lot Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from non-compliance of this Declaration will be borne by the losing party.

SECTION 6.2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in fall force or effect.

SECTION 6.3. CARRYOVER. By agreeing to be bound by all of the provisions of these covenants and restrictions as contained herein, each Lot Owner does also hereby agree that he will be responsible to carry over to any sale, gift, pass through to heirs, divorce or exchange of any kind of the property, these covenants and restrictions, and will not be released from their covenants, restrictions or any financial obligation agreed to herein.

SECTION 6.4. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Subdivision and each Lot therein, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated at any time by the Declarant until such time that all lots are sold to persons other than Declarant. The Declarant shall control any amendment to this Declaration until such time that all lots are sold to

persons other than Declarant. Once the Declarant has sold all lots, the Lot Owners may amend or terminate this Declaration by a vote of at least seventy-five percent (75%) of the total votes of all Lot Owners, which vote shall be taken at a meeting called for such purpose, in which each Lot Owner is given written notice of such meeting not less than ten (10) days in advance of such meeting. Any approved amendment shall be reduced to writing, signed and recorded against the Lots at the Salt Lake County Recorder's Office and South Jordan City.

DECLARANT

Castle Creek Homes South LLC a Utah Limited Liability Corporation

Bv:

Samuel Drown Its: Manager

STATE OF UTAH

County of Salt Lake

On the 5 day of Feb, 2015, personally appeared before me, Samue pround Manager of Castle Creek Homes South LLC, a Utah Limited Liability Company, who upon being duly sworn (or affirmed) upon oath that he did sign the foregoing instrument with authority as granted.

JLYNN ALLRED
Notary Public
State of Utah
Comm. No. 677445
My Comm. Expires May 23, 2018

Notary Public Residing at:

My Commission Expires:

Exhibit "A"

Legal Description

Lots 101-124, and Parcels A and B of the BECKSTEAD LANE PUD, according to the official plat thereof on record in the office of the Salt Lake County Recorder's Office.

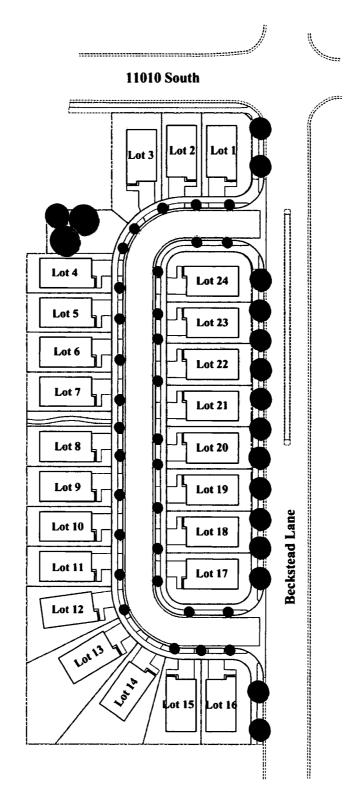
Exhibit "B" Design Book

Beckstead Lane Planned Unit Development

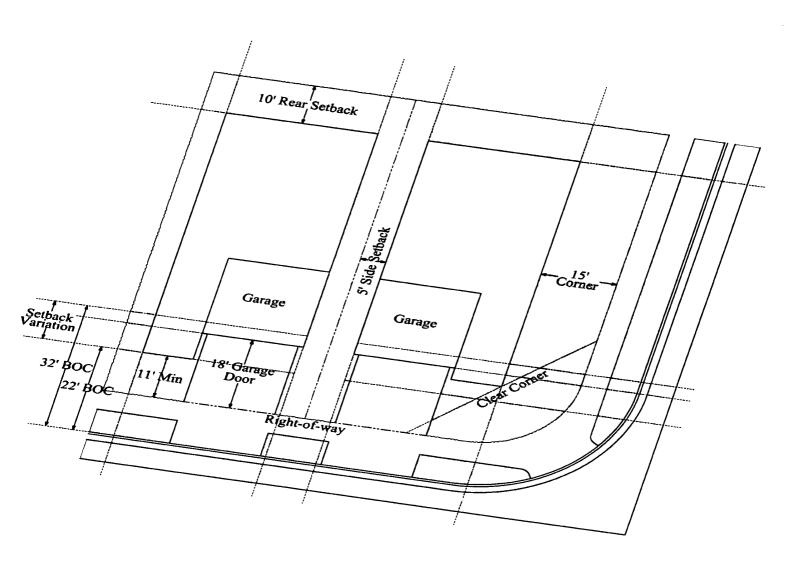
Design Book

January 27, 2015

Site Plan



Setbacks



SETBACKS:

Front: 11 feet minimum to porch/ 18 feet to garage

Side: 5 feet

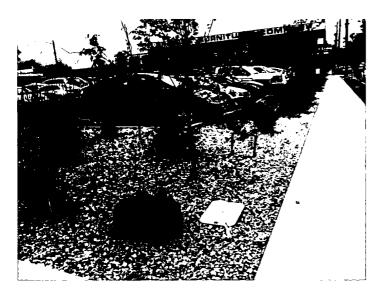
Corner Side: 15 feet

Rear: 10 feet

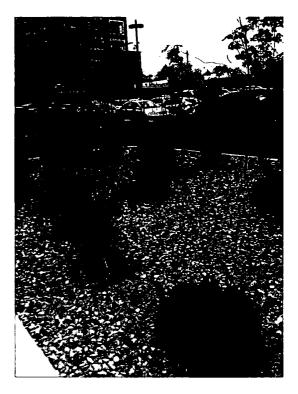
Landscaping



Streetscape Beckstead Lane



Trail Area Landscaping



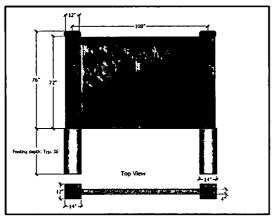
Fencing



Rhinorock fencing



RHINOROCK FENCE SPECIFICATIONS



TECHNICAL IN	FORMATION: RhinoRock Fee	nce Panel
Dimension of Panel	182 cm = 259 cm	72°x102°
Weight of Panel	105 Kg	230 lbs
Weight per area	21.5\ u /m²	4.9tbs/ft ²
Thickness of Panel	115mm	4.5*
EPS Foam Core thickness	63-95mm	2.5-3.75*
Class liber reinforced concrete shell thickness	9mm	5/16*
% glass Gher by volume	4-4.50%	
Compressive Strength of proprietary concrete mix design	4x10 ⁷ N/m*2	5800 psi
Ultimate remails strength of glass fiber reinforced concrete	9.6×10 ⁶ - 1.4×10 ⁷ N/m ²	1400-2100 psi
Wind load capacity of panel	225 km/h	140mph with 1.6 safety facto
axial load capacity of panel	1644 kg/lineal meter	L100 tbs/lineal foct
moisture absorption of EPS foam core by total immersion	<4%	
Combustibility of glass fiber reinforced concrete shell	Non-combustible	
Freeze/thaw performance	200 freeze thaw cycles with no damage	
Derby, fungus, or mushroom attack	none	
Termite food source	none	

Architectural Design

EXTERIOR MATERIALS: Stone, brick, fiber cement board

COLORS: Natural earth tones – tans, browns, reds, greens, etc. with appropriate accent colors (white, black, dark blue, red, dark green)

HEIGHT: Two stories or 35 feet

Roof pitches between 4:12 and 12:12

PLACEMENT: Identical elevations may not be placed next to each other

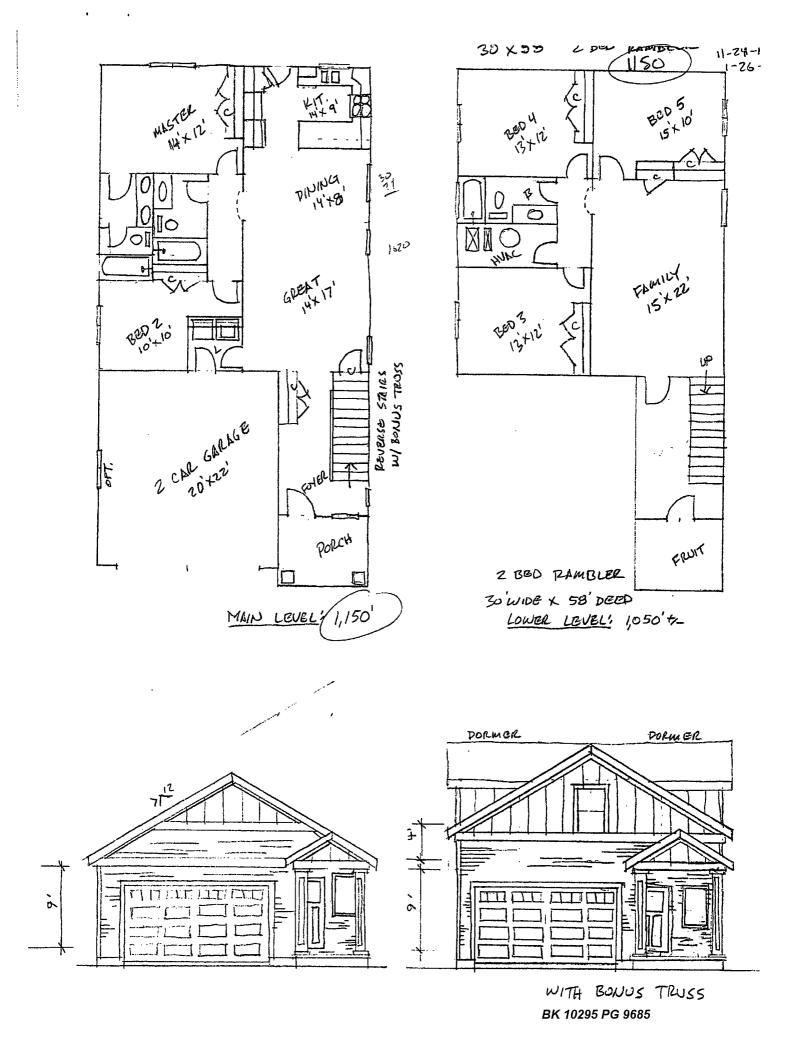
Porches on every unit, extending a minimum of 2' beyond the front of garage

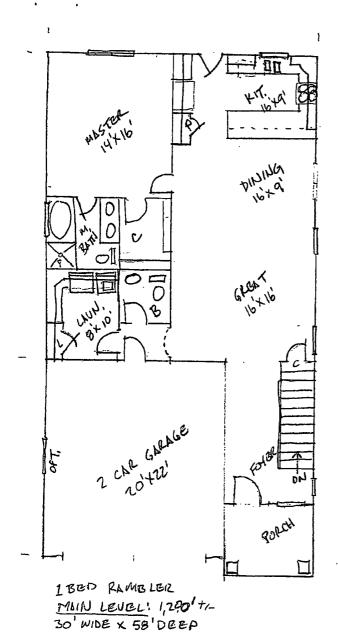
Garages: 20' x 20' minimum from sheetrock to sheetrock

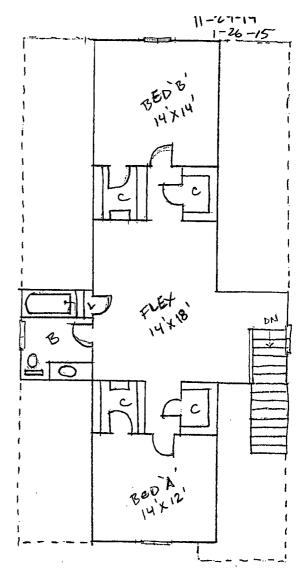
Architectural review of each plan before construction

Site Amenities

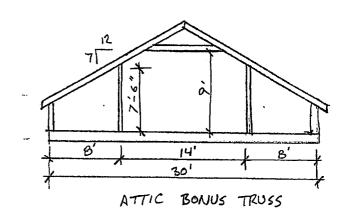
- Tree lined streets
- Walking distance to recreation amenities (South Jordan Recreation Center and Community Center)
- Connectivity to nearby shopping
- Walking path and community open space



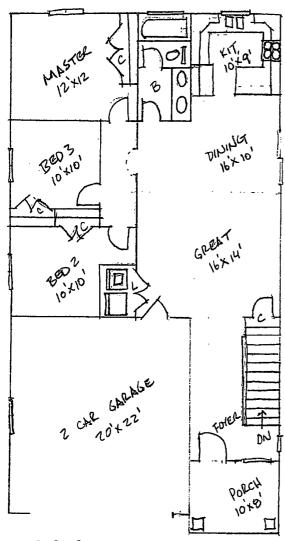


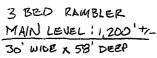


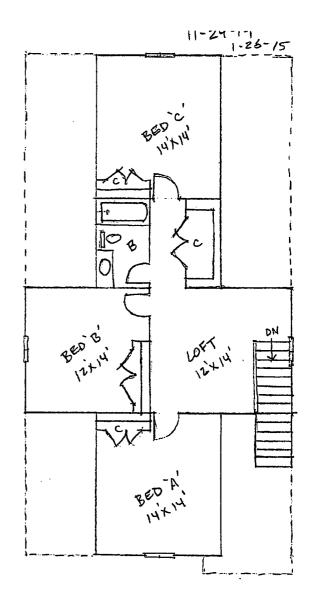
2 BED BONUS OPTION



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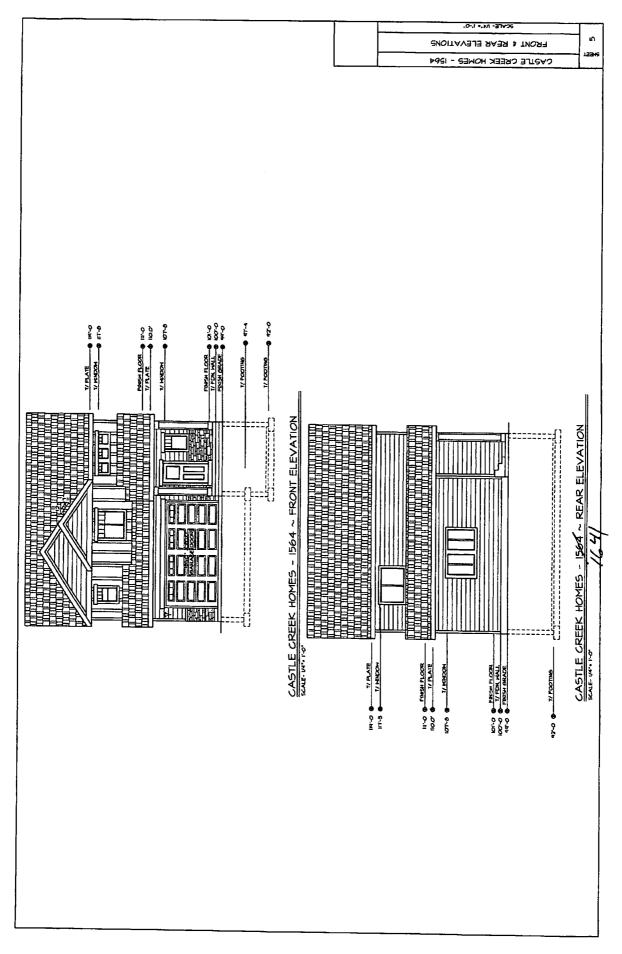


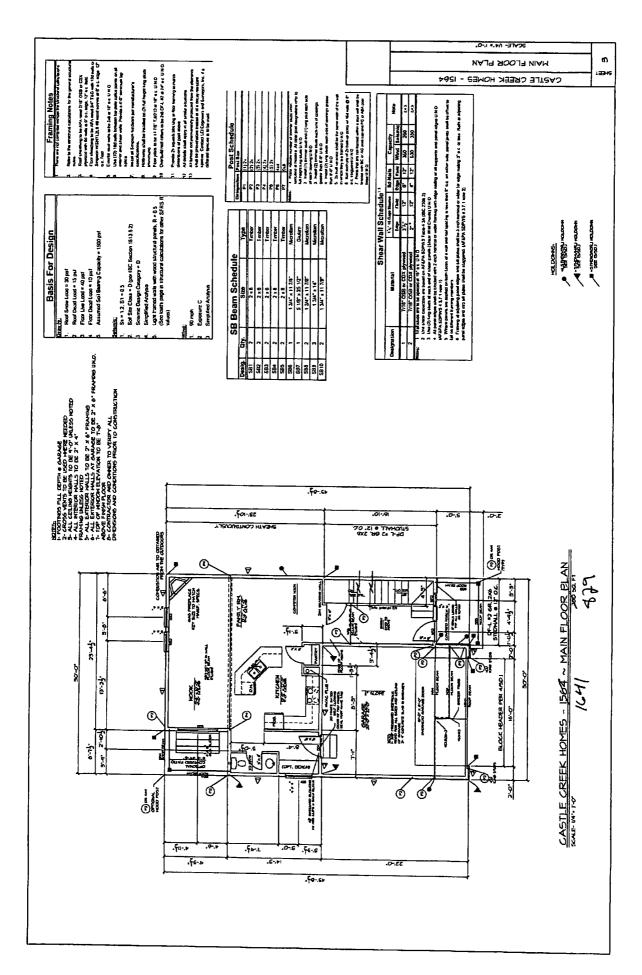


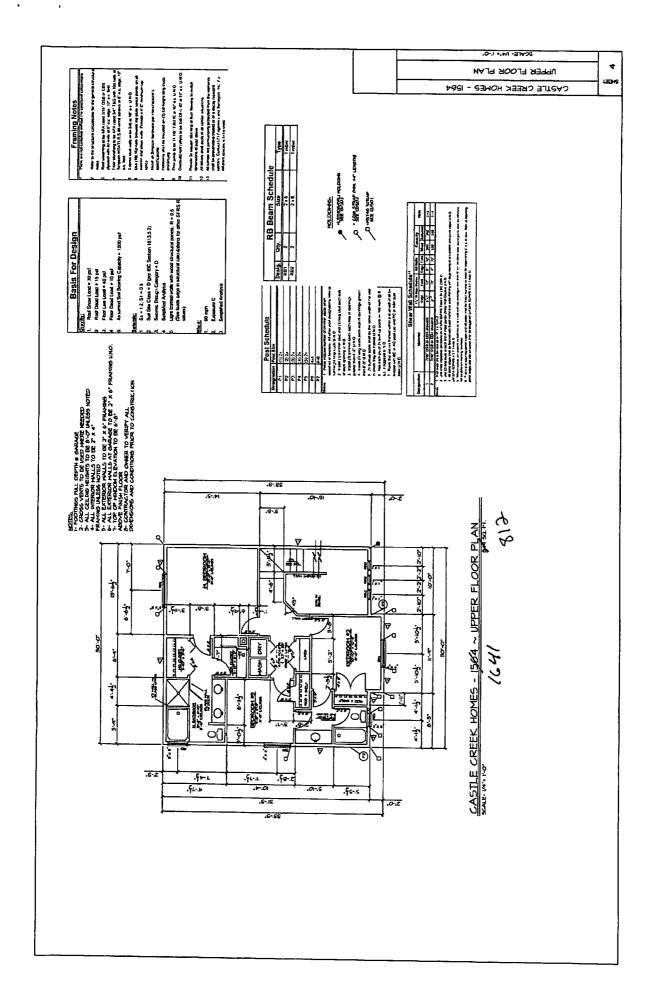


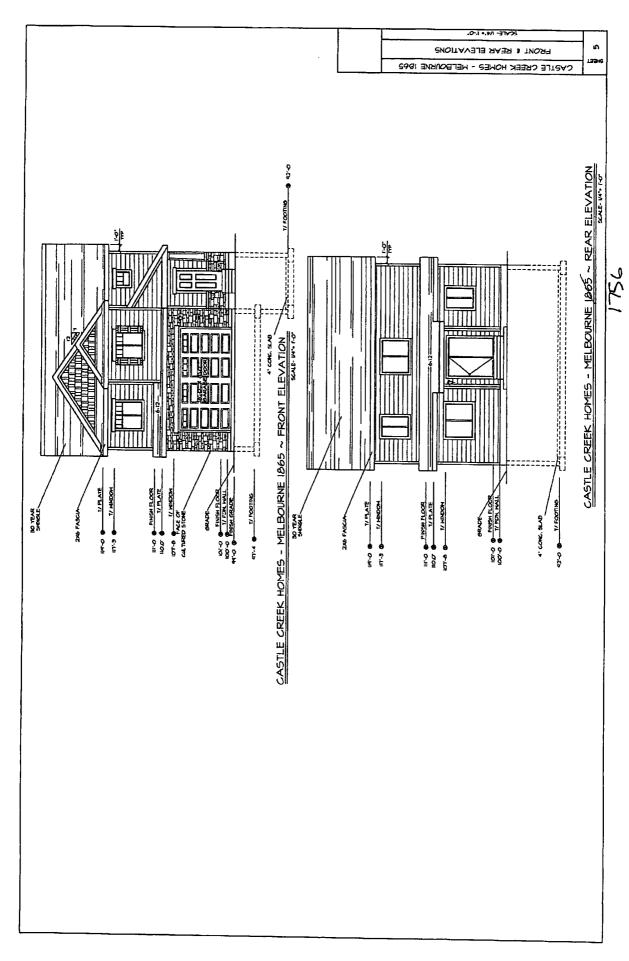
3 BED BONUS OPTION

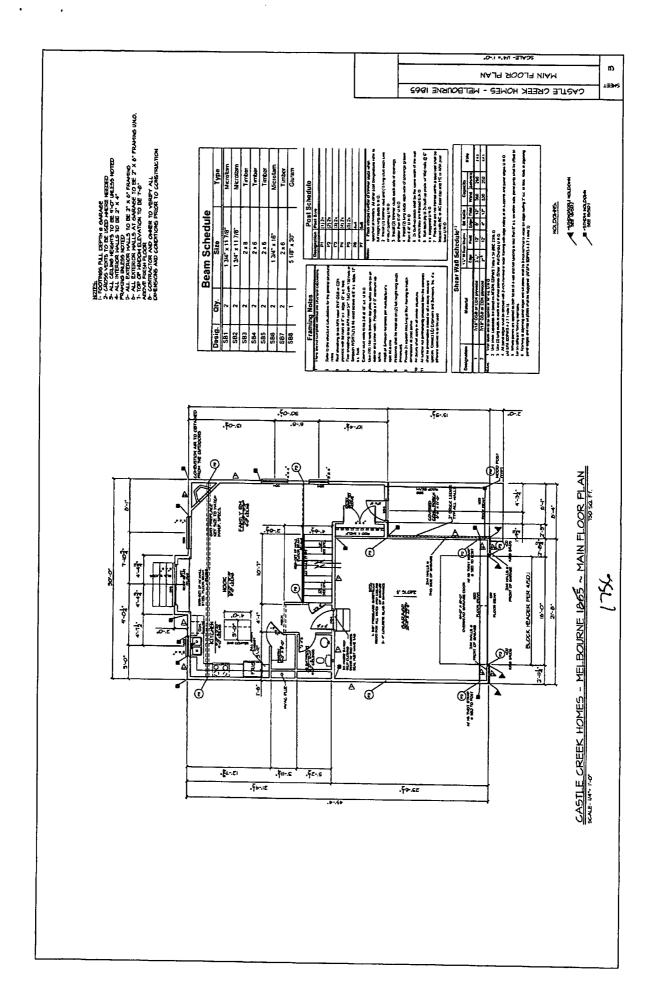
1 Sorham

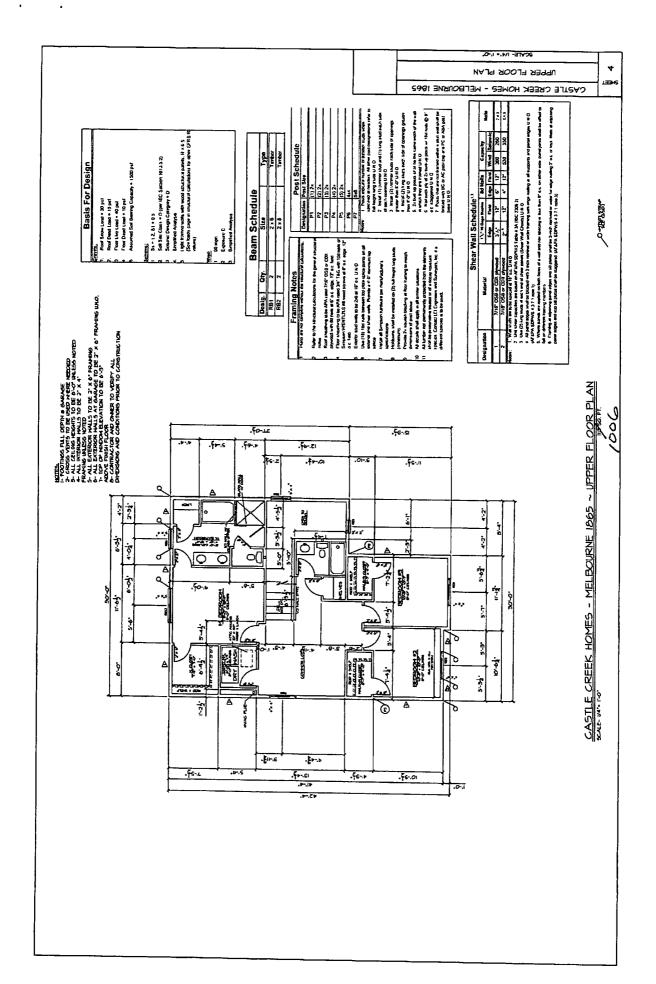




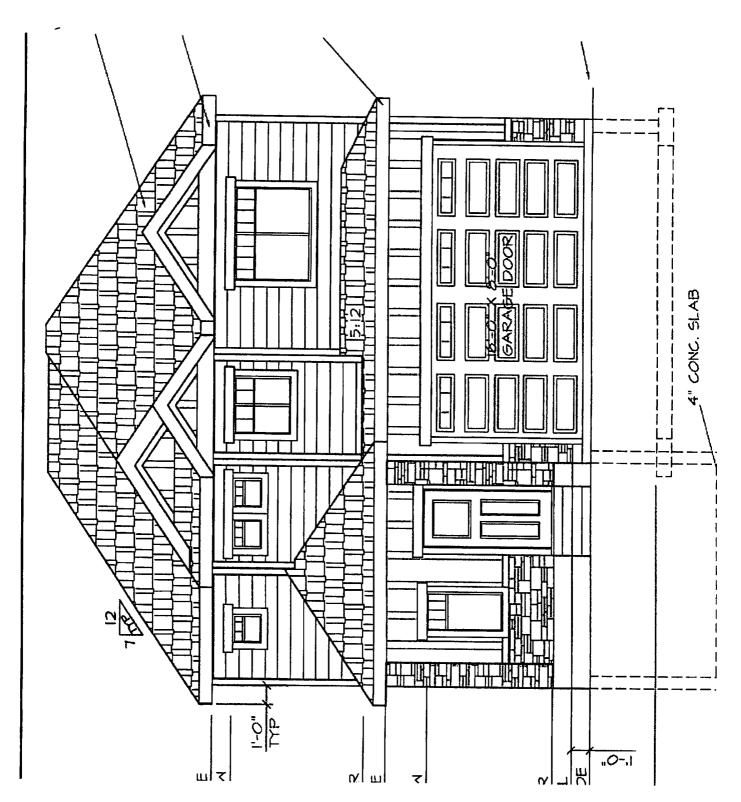


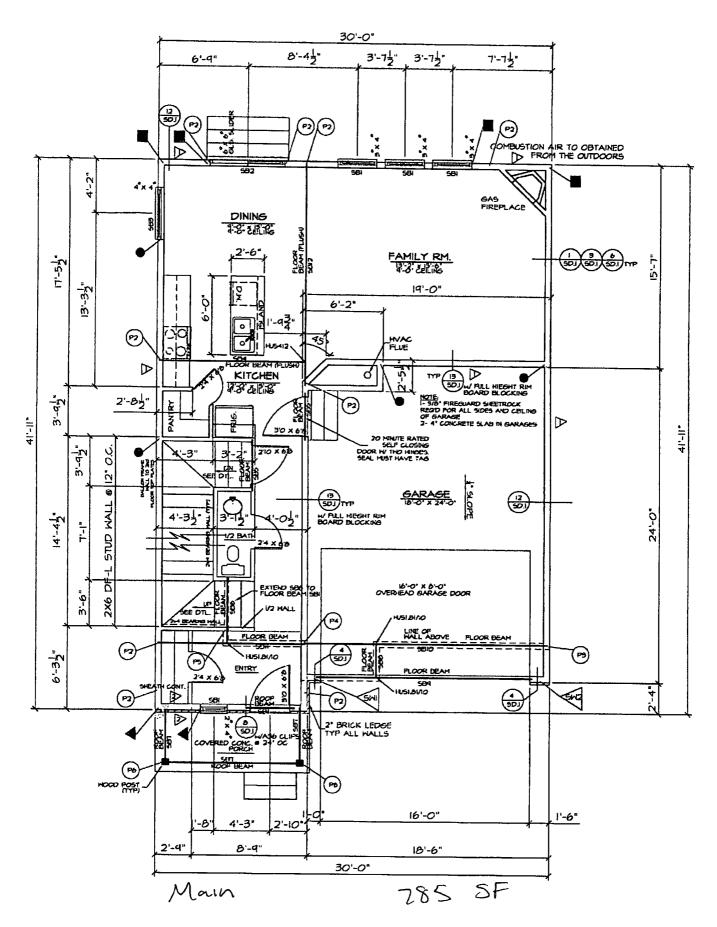


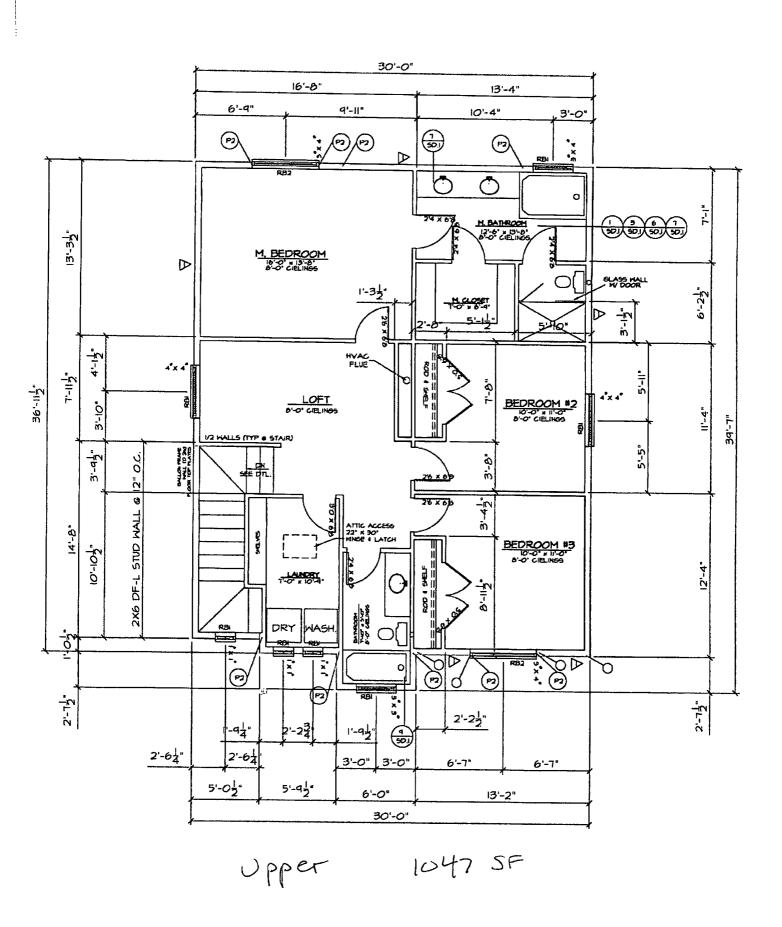




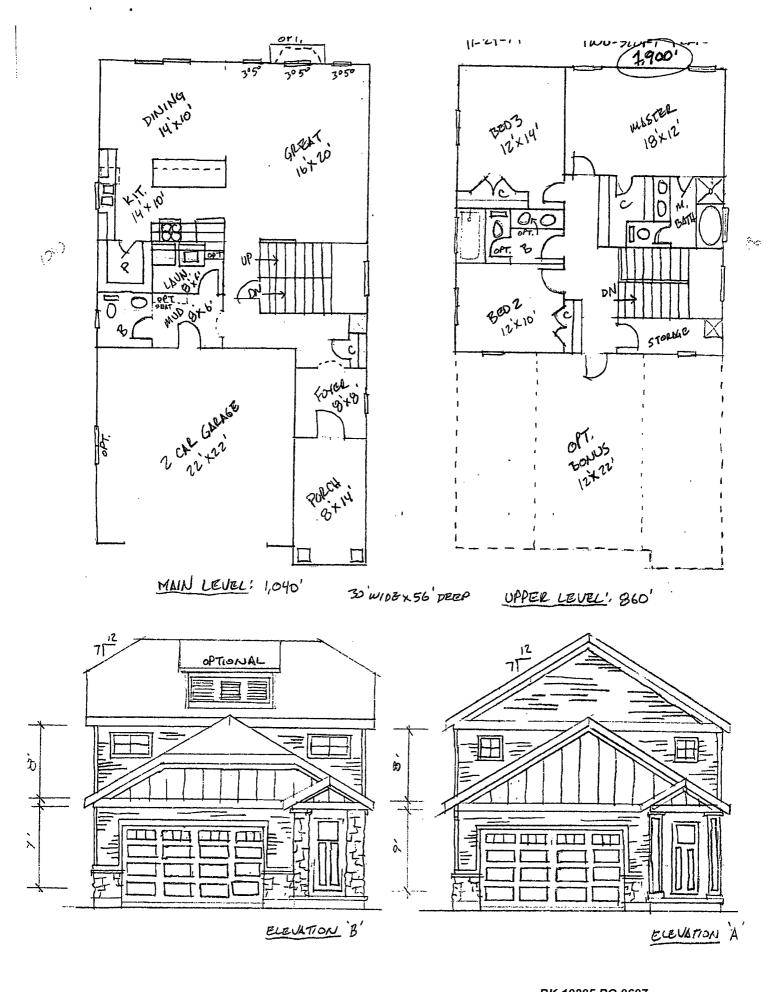
Burlington (1832)







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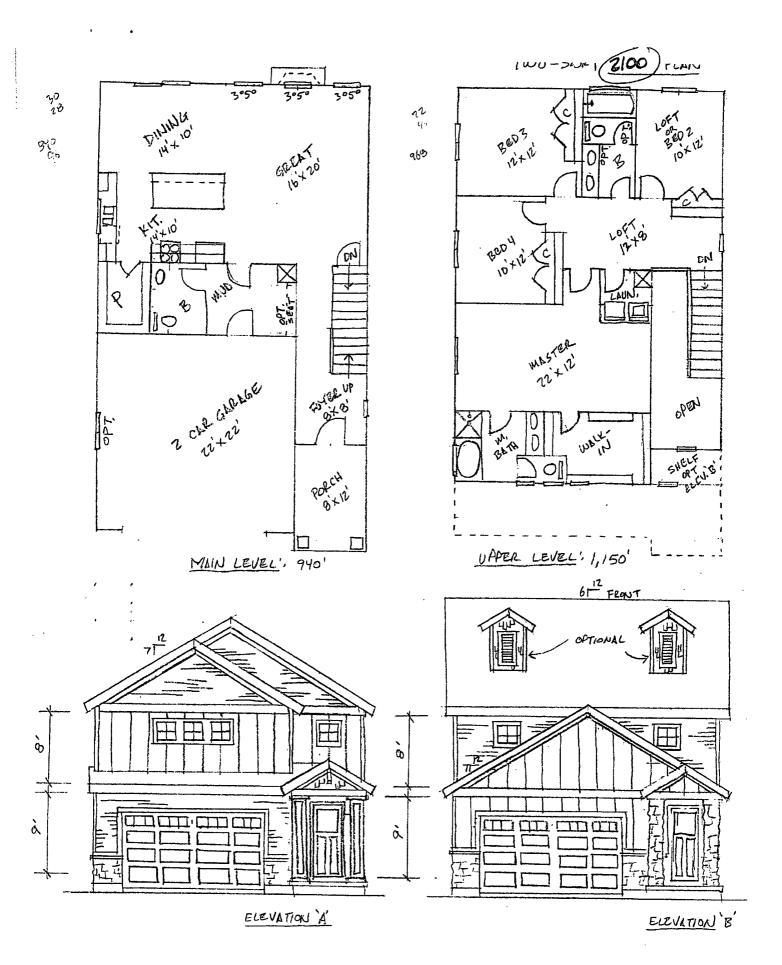


Exhibit "C" Landscaping

