

When Recorded Return to:
Devmer Development, LC
1198 West Groves View Drive
South Jordan, Utah 84095

12946255
3/8/2019 9:32:00 AM \$33.00
Book - 10758 Pg - 7652-7660
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 9 P.

Declaration of Covenants, Conditions and Restrictions for Clover Ridge 4

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLOVER RIDGE 4th AMENDMENT (this "Declaration") is made and executed this 8th day of February, 2019, by Devmer Development, LLC, a Utah limited liability company and John A. Bianucci and Delia M. Bianucci, as trustees of the John A. Bianucci and Delia M. Bianucci Family Trust, dated April 5, 1999 and Shannon Shingleton and Aimee Shingleton, or successors, as Trustees of the Shannon and Aimee Shingleton Living Trust, dated July 3, 2017 ("Declarants").

RECITALS

Declarants are the owners of that certain real property located in South Jordan City, Utah, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto as Lots 401, 408, 402, 407, 403, 404, 405 and 406, Clover Ridge 4, according to the official plat thereof on file in the office of the Salt Lake County Recorder (the "Property"). Declarants are developing the Property to be known as "Clover Ridge 4" (the "Project"). The Project consists of eight (8) detached single-family home lots as shown on Exhibit A. Declarants intend to establish a common scheme and plan for the possession, use, enjoyment and improvement of the Project. *Parts of Parcel Id Nos: 27-23-376-010, 27-23-376-011, 27-23-376-055, 27-23-376-012, 27-23-376-038, 27-23-376-039.*

DECLARATION

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

ARTICLE 1

DEFINITIONS

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

"Declarants" shall mean and refer to Devmer Development, LC, a Utah limited liability company and John A. Bianucci and Delia M. Bianucci, as trustees of the John A. Bianucci and Delia M. Bianucci Family trust, dated April 5, 1999 and Shannon Shingleton and Aimee Shingleton, or successors, as Trustees of the Shannon and Aimee Shingleton Living trust, dated July 3, 2017 and/or successor to said declarant that acquires any Lot for the purposes of building a home and then living in it or selling it to a consumer which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

"Lot" shall mean any of the eight (8) detached, single-family home building pads, separately numbered Lots 401, 408, 402, 407, 403, 404, 405 and 406, Clover Ridge 4, and individually described on the Plat and intended for private use and ownership.

"OWNER" shall mean the recorded holder of legal title to the fee simple interest in any Lots 401, 408, 402, 407, 403, 404, 405 and 406. If there is more than one record holder of legal title to a Lot, each record holder shall be an "OWNER".

"Plat" shall mean the collective reference to the following duly approved and recorded plats filed in the office of the Salt Lake County Recorder entitled: (i) Clover Ridge 4.

"Project" shall mean the collective reference to: (i) Clover Ridge 4, Lots 401, 408, 402, 407, 403, 404, 405 and 406.

"Property" shall mean and refer to that certain real property located in South Jordan City, Salt Lake County, State of Utah, and more particularly described herein.

ARTICLE II

PURPOSE

In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to the covenants, conditions, and restrictions described in this Declaration.

ARTICLE III

VOTING AND AMENDING

VOTING

Wherever approval of the Declarants is required in this Declaration, unanimous (100%) approval of all such Declarants is required. The result of the voting shall be in writing and delivered to all Declarants. There shall never be more than one vote per Lot.

AMENDING

This Declaration may be amended upon the unanimous (100%) approval of all the Declarants. The result of the voting shall be in writing and delivered to all Declarants. There shall never be more than one vote per Lot. Amendments shall be recorded in the office of the Salt Lake County Recorder as a "Certificate of Amendment" duly signed and acknowledged as required for a Certificate of Termination.

OWNERS and DECLARANTS

A Declarant shall no longer be a Declarant and cannot vote once that Declarant no longer owns a Lot. After the last Declarant (or successor that acquires any Lot for the purposes of building a home and then living in it or selling it to a consumer which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor) no longer has any interest in a Lot, OWNERS shall be substituted for Declarants in Articles III through Article IV of this Declaration.

ARTICLE IV

COVENANTS, CONDITIONS AND RESTRICTIONS

LAND USE AND BUILDING TYPE

No Lot shall be used for other than residential purposes except as expressly provided herein. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1)-single-family home dwelling with the following exceptions:

Structures that exist prior to the approval of this Declaration may remain and are not required to be altered or removed.

Declarant of Lot number 404 may erect a structure to house recreation vehicles and accessory items. The structure does not need to meet any of the requirements of this Declaration except that it must meet the Building height limitation in this Declaration.

Structures that exist prior to the approval of this Declaration and any structure that may have been erected on Lot number 404 can only be replaced in accordance with this Declaration.

Dwellings may contain taller ceilings, second stories, bonus-room areas, dormers, etc. as long as the building height limitation is not exceeded. Chimneys, flagpoles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. The City Engineer will determine the allowed elevation for the top of the foundation.

Building height on the western Lots numbers 401, 402, 403 and 404 cannot exceed thirty-five (35) feet measured from the top back of curb on Halcom Drive at the center of the Lot to the highest point of the dwelling roof line. Building height on the eastern Lot numbers 408 and 407 cannot exceed twenty-eight (28) feet measured from the top back of curb on Halcom Drive at the center of the Lot to the highest point of the dwelling roof line. Building height on eastern Lots numbers 405 and 406 cannot exceed thirty (30) feet measured from the top back of curb on Meeks Drive at the center of the Lot to the highest point of the dwelling roof line.

Each dwelling shall contain a minimum main floor square footage of at least seventeen hundred (1,700) square feet excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. For all Lots the main floor shall be the dwelling floor elevation closest to the top of curb elevation.

Any deviations from this minimum square footage requirement must be unanimously approved in writing by the Declarants and the City of South Jordan, as applicable.

Each dwelling must have at least a two (2) car and not more than a four (4) car attached garage. A detached garage may be built only if unanimously approved in writing by the Declarants. Carports may not be built.

The side yard and front yard setbacks for each building shall meet the minimum requirements of the City of South Jordan.

CONSTRUCTION, QUALITY AND SIZE

All dwellings constructed on the Property shall be of new materials and shall be of good quality workmanship and materials. No pre-manufactured homes shall be permitted.

All dwellings shall be architecturally compatible and harmonious with other structures in the vicinity.

Exterior dwelling materials shall consist of a minimum amount of brick or stone as specified below with the remainder being cement board or stucco. Masonite-type materials may not be used. Aluminum soffit, fascia and door trim is acceptable. Wood may only be used as needed for door trim when aluminum or fiberglass/plastic is not practical or desired. No aluminum or vinyl exterior siding is permitted. Other materials may be used if unanimously approved in writing by the Declarants.

Minimum amount of Brick or stone:

- Lot number 401 – 50% of the front house area and 30% of the back house area (excluding the area of windows and doors)
- Lot number 408 – 50% of the front house area (excluding the area of windows and doors)
- Lot number 402 – 50% of the front house area and 30% of the back house area (excluding the area of windows and doors)
- Lot number 407 – 50% of the west facing house area and 50% of the north facing house area (excluding the area of windows and doors)
- Lot number 403 – 50% of the front house area and 30% of the back house area (excluding the area of windows and doors)
- Lot number 404 – 50% of the front house area and 30% of the back house area (excluding the area of windows and doors)
- Lot number 405 – 50% of the west facing house area and 50% of the south facing house area (excluding the area of windows and doors)
- Lot number 406 – 50% of the front house area (excluding the area of windows and doors)

Exterior structure colors shall be earth tones and compatible with the outside colors of other structures in the vicinity.

Fencing on Lots, when used, shall be of a white vinyl material and shall not exceed six (6) feet in height above grade.

Roof construction on the west side lots (Lots 401, 402, 403 and 404) shall be of the hip style.

Roofs shall have at least 3/12 and no greater than 12/12 pitch. No flat roofs are permitted. Roof material shall be asphalt shingles or ceramic tile with a dark or earth tone color. No metal or wooden shake roofs are allowed. Other materials may be used if unanimously approved in writing by the Declarants.

All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All OWENERS shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Mail boxes at individual dwelling shall be enclosed in brick or stone columns. United States Postal Service approved Cluster Mailbox is also approved (12 – 16 boxes recommended).

CONSTRUCTION TIME

Upon commencement of construction on any Lot, the construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of construction on each individual Lot .

All building debris, excavation, dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

Prior to construction, each OWENER shall be responsible to keep their respective Lot in a neat and tidy condition, free of rubbish or debris of any kind or offensive items or activity detrimental to any other property in the vicinity thereof or to occupants of such other property.

GRADING AND DRAINAGE

Dirt and debris resulting from grading shall not be deposited on adjacent properties without written permission of the OWNER of that property.

Final grading of each Lot shall not only conform to the drainage requirements of the City of South Jordan, it shall also ensure that ground water run-off is not discharged on to adjacent properties in the vicinity.

LANDSCAPING

Landscaping shall be compatible with that of the other properties in the vicinity. Landscaping, including trees, shall not exceed the building height limit nor have a high profile that obstructs the view from other properties in the vicinity. Such trees may be pruned or removed by the OWNER. If an OWNER fails to remedy the excessive tree height that OWNER will be in violation of this Declaration and subject to the ENFORCEMENT clause herein. Trees and landscaping existing prior to the approval of this Declaration are not required to be pruned or removed.

Landscaping shall be installed and maintained by each OWNER with respect to such OWNER's Lot and may include a combination of lawn, trees, shrubs or ground cover. Landscaping shall be properly nurtured and maintained by each OWNER. Ground cover may include vegetative vines, low-spreading shrubs, or annual and perennial flowering or foliage plants.

No planting, or structures, shall be placed in a location which may interfere with the established slope ratios, create erosion or change the direction of drainage channels.

TEMPORARY OCCUPANCY AND TEMPORARY BUILDINGS

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

ACCESSORY STRUCTURES

Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flags and any other accessory structure shall be constructed of materials consistent with the colors, textures and materials used on the exterior of the dwelling and shall be integral to the architecture of the house. Detached buildings, such as garden or storage sheds, are allowed as long as they conform to the requirements of this section – CONSTRUCTION, QUALITY AND SIZE. Their exterior may be wood, Masonite materials or similar products.

EXTERIOR ANTENNAS, LIGHTS AND POWER LINES

Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with the roof color or a neutral color which will blend harmoniously with the surrounding property.

Satellite TV and internet dishes are allowed, provided they are placed or screened so they are visually unobtrusive as possible and still allow for function. All power lines and similar cables shall be buried underground. No short-wave radio antennas may be constructed on any Lot or attached to any structure thereon. Exterior lighting that is not attached to a structure is not allowed.

SOLAR EQUIPMENT

If installed, solar panels are to be integrated into roof or dwelling design. Panels and frames must be compatible with adjacent colors. All ancillary equipment must be screened from view.

NUISANCES; CONSTRUCTION ACTIVITIES

Lot OWNER shall be responsible for any damage done by OWNER or their contractors, subcontractors and material men to streets, curbs, storm drains and systems, utility lines and pipes or any clean-up expense caused by such construction activities. Each OWNER shall follow the applicable city and county storm water pollution prevention plan requirements and shall keep the streets, free and clear of debris, mud and dirt. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be stacked upon the lot. In addition, any construction equipment and building materials must be stored or kept on the Lot in a neat and orderly fashion during construction.

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street location within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four (24) hours). Overnight parking of such vehicles should generally be restricted to driveway of the dwelling being visited. RVs and camping or other trailers may only be parked on streets on driveways within the Property for brief periods of time (i.e., less than twenty-four (24)).

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

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

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

A Declarant or OWNER, in his sole discretion, shall have the right to determine the existence of any nuisance.

ARTICLE V

ENFORCEMENT AND SEVERABILITY

ENFORCEMENT

In the event of violations of any of the provisions of this Declaration, an individual Declarant or OWNER is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of this Declaration. All costs, including remediation, all attorneys' and arbitrators' fees, of such enforcement shall be borne by the Declarant or OWNER who is in violation of this Declaration.

SEVERABILITY

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

Signed,

Devmer Development, LC, a Utah limited liability company

By: Mervyn B. Arnold
Mervyn B. Arnold, Manager

STATE OF UTAH

ss

COUNTY OF SALT LAKE

On the 8th day of February, 2019, personally appeared before me Mervyn B. Arnold, who being by me duly sworn, did say, that he the said Mervyn B. Arnold is the Manager of Devmer Development, 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 Operating Agreement, and said Limited Liability Company executed the same.

Jarrod Mudrock
Notary Public

My Commission Expires: 5-28-19

Residing at: West Jordan Utah



The John A. Bianucci and Delia M. Bianucci Family Trust, dated April 5, 1999

By: John A. Bianucci TTE
John A. Bianucci, Trustee

By: Delia M. Bianucci, TTE
Delia M. Bianucci, Trustee

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

On the 8th day of February, 2019, personally appeared before me John A. Bianucci and Delia M. Bianucci of The John A. Bianucci and Delia M. Bianucci Family Trust, dated April 5, 1999, the signers of the above instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said trust agreement.

[Signature]
Notary Public
My Commission Expires: 5-28-19
Residing at: West Jordan Utah



The Shannon and Aimee Shingleton Living Trust, dated July 3, 2017

By: [Signature]
Shannon Shingleton, Trustee

By: Aimee Shingleton, Trustee
Aimee Shingleton, Trustee

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

On the 8th day of February, 2019, personally appeared before me Shannon Shingleton and Aimee Shingleton, Trustees of the Shannon and Aimee Shingleton Living Trust, dated July 3, 2017, the signers of the above instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said trust agreement.

[Signature]
Notary Public
My Commission Expires: 5-28-19
Residing at: West Jordan Utah



