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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGENCY LLC
BY: CDC, DEPUTY - WI 28 P.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration"), dated as of the 2nd day of April, 2013, is executed by **MILLER SAGE GATE ASSOCIATES, LLC**, a Utah limited liability company ("MSG"), **HOLMES-PLUMB WEST VALLEY, LLC**, a Utah limited liability company (the "Declarant"), and **HARKERS LANDING PUD HOME OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation ("Association").

RECITALS:

A. Association is a Utah nonprofit corporation whose members are the owners of lots located within Harkers Landing P.U.D. Phase 1, West Valley City, Salt Lake County, Utah (the "PUD Project"), created pursuant to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated October 1, 2010, and recorded October 14, 2010, in the official records of the Salt Lake County, Recorded, as Entry No. 11052937, in Book 9868, beginning at page 6232 (the "Original PUD Declaration").

B. Declarant is the Declarant under the terms of the Original PUD Declaration and the developer of the Project which now consists of one phase of (i) five (5) Living Units sharing one or more common walls, located upon five (5) separate Lots, (ii) six (6) additional unimproved lots; and (iii) certain streets and common areas, all located within the boundaries of that certain real property ("Parcel 1") located in West Valley City, Salt Lake County, Utah, more particularly described on the attached Exhibit "A", incorporated by this reference;

C. **ANTHONY G. ADAMS**, an individual ("Adams"), **DARLENE L. OROZCO**, an individual ("Orozco"), **BERENICE SAENZ**, an individual ("Saenz"), **COLONY PARTNERS, L.L.C.**, a Utah limited liability company ("Colony"), **SUMMER H. JEPSON**, an individual ("Jeppson"), **GUY DALLAS ADAIR** ("Adair") and **DAWNENA CLARK** ("Clark"), husband and wife, as joint tenants (Adams, Orozco, Saenz, Colony, Jeppson, Adair and Clark, collectively the "Affiliated Owners") are collectively the owners of the five (5) Lots and Living Units located within the boundaries of Parcel 1, each such Lot being more particularly described on the attached Exhibit "B", incorporated by this reference. MSG is the owner of the six (6) lots which do not contain

Living Units, such lots also being located within the boundaries of Parcel 1 and described on Exhibit "B" incorporated herein.

D. Under the terms and conditions of the Original PUD Declaration, Declarant reserved for itself and any third party obtaining the Declarant's rights under the PUD Declaration, the right to expand the PUD Project to add all or portions of Parcel 2 (as herein below defined) to the Project, however, a change in market demand and national and regional financial conditions have precluded expansion of the PUD Project.

E. Affiliates of the Declarant have agreed to transfer and have transferred Parcel 2 to MSG for development of a multi-family residential apartment project (the "Apartment Project").

F. At the request of MSG and to facilitate the development of the Apartment Project, the Association, the Affiliated Owners, and the Declarant have agreed to (a) the contraction of the PUD Project, and (b) the conveyance to MSG of the real property formerly located within the PUD Project but withdrawn, including but not limited to the real property which was formerly identified as lots 101 to 106 and lot A of the PUD Project, herein identified on Exhibit "C" attached hereto (herein referred to as the "Withdrawn Property"). It is the intent of MSG to include the Withdrawn Property within the boundaries of the Apartment Project.

G. With the assistance of MSG, the Declarant, the Association and the Affiliated Owners have defined the boundaries of the contracted PUD Project according to the terms and conditions contained in that certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated as of April 2, 2013, and recorded April 3, 2013, in the official records of the Salt Lake County, Recorded, as Entry No. 1161147, in Book 10124, beginning at page 1712 (the "First Amendment to PUD Declaration"), and that certain Amended Plat entitled SAGE GATE AT HAYNES LANDING, recorded April 3, 2013, in the official records of the Salt Lake County Recorder, as Entry No. 1161146, in Book 10124, beginning at page 1711 (the "Amended Plat"). Effective with the recording of the First Amendment to PUD Declaration and the Amended Plat, the contracted PUD Project shall consist of the real property identified therein and upon Exhibit "D" attached hereto (herein the "Amended PUD Parcel").

H. Immediately subsequent to the recording of the First Amendment to PUD Declaration and the Amended Plat, the Association, for itself and the Affiliated Owners, and the Declarant have conveyed the Withdrawn Property to MSG by one or more Quit Claim Deed dated as of April 2, 2013, and recorded prior to this Agreement (the "PUD Quit Claim Deeds").

I. Prior to the execution of this Declaration, MSG has acquired the real property located in West Valley City, Salt Lake County, State of Utah, adjacent to the PUD Project and more particularly described on Exhibit "E" attached hereto (herein referred to as "Parcel 2") and desires to develop thereon and upon the Withdrawn Property (Parcel 2 and the Withdrawn Property hereinafter referred to as the "Apartment Parcel" and more particularly described on Exhibit "F" attached hereto), the Apartment Project.

J. In connection with the development of the Apartment Project, MSG will construct and/or modify: (i) points of ingress and egress which are intended to be used by the users of all Parcels for access to public streets, such private streets and sidewalks being generally depicted on the attached Exhibit "G", incorporated herein by this reference (such private streets and adjacent sidewalks located within the Apartment Project herein referred to as the "Circulation Area"); and (ii) additional utility lines which are intended to be used for improvements located upon the Parcels.

K. The Amended PUD Parcel (including but not limited to the Lots located therein) (Exhibit "D"), and the Apartment Parcel (consisting of Parcel 2 and the Withdrawn Property) (Exhibit "F"), are collectively referred to in this Declaration as the "Parcels".

L. In partial consideration of the Association's, Affiliated Owner's and Declarant's agreement to contract the PUD Project and to convey to MSG the Withdrawn Property, and the mutual covenants, terms and conditions contained in this Declaration, the parties hereto have agreed to enter into this Declaration which shall provide, among other matters, that the Association and Affiliated Owners shall have certain easements for ingress and egress over the Circulation Area throughout the Apartment Project, including but not limited to ingress and egress to the Association Parcel and each respective Affiliated Owner's Lot, that MSG shall maintain the landscaping of the Amended PUD Parcel and the Apartment Parcel, that the Affiliated Owners and their Guests (as defined herein) shall have access to certain of the Apartment Project Amenities (as hereinafter defined) of the Apartment Project subject to the conditions hereinafter set forth, and that the Association and Affiliated Owners shall be obligated to pay to MSG as the Owner of the Apartment Parcel and its successors, certain assessments attributable to the rights, privileges and benefits granted them according to the terms hereinafter set forth.

M. The parties also desire to establish with respect to the Parcels certain covenants, conditions, and restrictions with respect to the Circulation Area, the use of Utility Lines, the Affiliated Owners' access to and use of the Apartment Project Amenities, and the assessment of costs and expenses for the same, all in accordance with the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto make the following declarations, create the following easements and establish the following covenants and restrictions, all of which apply to, bind, affect and run with title to each Parcel.

1. Definitions. Certain terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously-defined terms, the following terms shall have the meanings indicated.

1.1 "Amended PUD Parcel" shall mean the real property described on Exhibit "D" attached hereto.

1.2 "Apartment Parcel" shall mean all of Parcel 2 and the Withdrawn Property as identified on Exhibit "F".

1.3 "Apartment Project Amenities" shall mean those amenities constructed and maintained upon the Apartment Parcel.

1.4 "Benefitted Parties" shall mean the Owners and their Guests, and when the context requires, the Association.

1.5 "Circulation Area" means, any private streets, driveways and sidewalks located upon a Parcel which areas are intended for vehicular and pedestrian traffic and non-reserved parking stalls, excluding, however the following: (i) the area covered by any building located upon a Parcel, (ii) landscaped areas within any Parcel; (iii) parking driveways and/or parking stalls located upon a Parcel which serve a Lot located within the Amended PUD Parcel or are reserved by the Owners of such Parcel for the exclusive use of a Person, such as a driveway to a garage, covered parking stalls located upon the Apartment Parcel or other areas designated as reserved (the items described in (i), (ii) and (iii) above, herein referred to as the "Exclusions"). A graphic description of the Circulation Area as it exists on the Amended PUD Parcel and as it is intended as of the date hereof to be improved upon the Apartment Parcel, is attached to this Agreement as Exhibit "G". The Circulation Area shall be increased by the parking areas, driveways, and sidewalks of the Apartment Parcel, not including the Exclusions attributable to such Parcel, at such time as such Parcel is improved as anticipated herein. Upon the completion of the construction and improvement of the Apartment Parcel, the Association, the Affiliated Owners, and the Owner of the Apartment Parcel may elect to amend this Declaration to include an amended Exhibit "G" depicting the entire Circulation Area.

1.6 "Governmental Authorities" or "Governmental Authority", if one, means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

1.7 "Guest" or the plural thereof "Guests" means any family member, employee, agent, independent contractor, customer, invitee or other party that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use or by invitation is visiting any Parcel or portion of any Parcel or any living unit or apartment, or other authorized improvement located thereon,.

1.8 "Improvements" means all improvements, of whatever kind or character, to the Circulation Area, including, without limitation, the private streets, the Parking Lots (as defined below), improvements required by West Valley City, Utah, and any other landscaping, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs.

1.9 "Living Units" means the townhouse style, residential units constructed upon the Lots.

1.10 "Lot" means any one of Lots 107, 108, 109, 110, and 111, located within the Amended PUD Parcel.

1.11 "Lots" means all of the Lots 107, 108, 109, 110 and 111 located within the Amended PUD Parcel.

1.12 "Manager" means the Person designated as Manager pursuant to Section 3.

1.13 "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

1.14 "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

1.15 "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest in any Parcel or portion of any Parcel. Except as set forth below, in the event that, at any time, there is more than one Owner of the Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. Notwithstanding the foregoing, with respect to any portion of a Parcel that becomes part of a condominium project or a planned unit development by the recording of a condominium declaration and condominium plat or a PUD Declaration and plat, the term Owner shall mean solely the association of condominium or PUD unit owners created by the applicable condominium declaration and related documents for so long as, but only for so long as, such association is functioning and is timely paying the payment obligations applicable to such Parcel. Consequently, until the Manager files in the official land records of Salt Lake County, Utah, a "Notice of Nonpayment or Nonperformance," which indicates that such association is not functioning or is not timely paying its payment obligations, each individual condominium or PUD unit owner shall not be considered an Owner. In the event that such association is not functioning and/or fails to timely pay such payment obligations and the Manager files such Notice of Nonpayment or Nonperformance, each individual condominium or PUD unit owner's liability for the obligations under this Declaration shall be limited to such condominium or PUD unit owner's ownership percentage of the applicable Parcel.

1.16 "Parcel" means any one of the Amended PUD Parcel or the Apartment Parcel.

1.17 "Parcel 1" means the real property described on Exhibit "A".

1.18 "Parcel 2" means the real property described on Exhibit "E".

1.19 "Parcels" means the Amended PUD Parcel and the Apartment Parcel, including all portions thereof.

1.20 "Parking Lots" means all areas located upon a Parcel which are designed for the parking of multiple vehicles, including driveways located within and part of such parking area and those areas covered by carports and awnings, but excluding driveways to and the interior of garages.

1.21 "Participation Percentages" means the following percentages:

(i) For the Amended PUD Parcel, five (5) divided by the total number of Lots and apartment units located in all buildings located or to be located upon the Parcels. As of the date hereof, the Participation Percentage attributable to the Amended PUD Parcel is five (5) divided by two hundred eighty-three (283) (being a total of five (5) Living Units and two hundred seventy-eight (278) apartment units) or one and seventy-seven hundredths percent (1.77%).

(ii) For the Apartment Parcel, the total number of apartments units to be constructed upon the Apartment Parcel (currently approved for two seventy eight (278)) divided by the total number of Lots and apartment units located in all buildings located or to be located upon the Parcels. As of the date hereof, the Participation Percentage of the Apartment Parcel is two hundred seventy eight (278) divided by two hundred eighty-three (283) (being a total of two hundred seventy-eight (278) apartment units and five (5) Living Units) or ninety-eight and twenty-three hundredths percent (98.23%).

1.22 "Person" means a natural person or a legal entity.

1.23 "Withdrawn Property" means the real property identified on Exhibit "C" and conveyed to MSG by the PUD Quit Claim Deeds.

1.24 "Utility Line" or "Utility Lines", when referring to more than one, as the case may be, means the (i) sanitary sewer lines (excluding lateral lines utilized solely for the benefit of one building or a living unit located upon a Lot), manholes and other related facilities; (ii) culinary water lines (excluding lateral lines utilized solely for the benefit of one building or living unit upon a Lot), valves, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities (excluding any lines beyond a meter); (v) communications transmission lines, sleeves, junction boxes, and other facilities (excluding any facilities located within a building or intended to be used for the sole benefit of an Owner

and its Benefitted Parties; and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities, each as located upon the Parcels, but excluding from any and all of the foregoing systems listed in (i) through (vi) that are dedicated to, owned by, and/or are to be maintained by a Governmental Entity or utility company.

2. Grant of Easements and Licenses. MSG and the Association hereby creates the following easements which shall be appurtenant to the Parcels for the benefit of the Benefitted Parties:

2.1 Circulation Area. MSG and the Association hereby grant, convey, transfer and reserve to Owners of the Amended PUD Parcel, the Lots located therein, and the Apartment Parcel, a permanent, non-exclusive easement on, over and across the Circulation Area for the purpose of furnishing pedestrian and vehicular ingress and egress to the Parcels for the benefit of the Benefitted Parties, including but not limited to the Lots located within the Amended PUD Parcel, and for constructing, maintaining, and repairing the Improvements. Such easements shall be subject to the following:

2.1.1 The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Circulation Area, provided such rules and regulations are applicable to the Benefitted Parties, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

2.1.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 4 below, the Owners of the Circulation Area, whether included in whole or in part within the Amended PUD Parcel or the Apartment Parcel, may not levy any charge for the use of the Circulation Area, provided this restriction shall not preclude any Owner from renting a living unit or an apartment unit located within a Parcel;

2.1.3 In accordance with the requirements of Sections 3 and 5, the Owners will maintain, at their sole cost and expense, in good condition and repair the buildings and improvements constructed upon the Parcel owned by it and comprising such improvements in essentially the same condition as the same is initially improved by Declarant for the Amended PUD Project, and MSG for the Apartment Parcel, further provided that MSG and its successor owners of the Apartment Parcel will construct and thereafter repair the Improvements comprising the Circulation Area. Each Owner covenants and agrees that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any Improvements located within the Circulation Area, but nothing herein shall be construed as precluding repairs and/or replacements that are substantially in conformity to existing improvements.

2.1.4 MSG shall install and maintain within the Circulation Area for the benefit of all Owners, directional signs which indicates the location of the Living Units, apartments units, and rental offices and directs tenants and guests to the respective location of each. To the extent that such directional signs are not located within the Circulation Area but upon a Parcel, an easement shall be granted to the Owners of all other Parcels for the purpose of erecting such signs.

2.1.5 The easements, rights and privileges created in this Section 2.1 are not intended, and shall not be construed, as a dedication of any portion of the Circulation Area for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication; provided, however, that in the event easements are granted to the public on all or portions of the Circulation Area (which power is reserved), such areas shall not be unreasonably restricted. Notwithstanding the foregoing, nothing herein shall preclude MSG from granting any public easement over all or any portion of the Circulation Area which shall be required of any Governmental Authority or any utility provider.

2.2. Sanitary Sewer. MSG and the Association hereby grant, convey, transfer and reserve for the benefit of the Owners of the Amended PUD Parcel, the Lots located therein, and the Apartment Parcel, a permanent non-exclusive easement for the purpose of (a) installing, maintaining repairing and replacing one or more underground sanitary sewer lines under the surface of the Parcels, at locations approved by MSG, (b) discharging sanitary sewage into and through one or more underground sanitary sewer lines previously constructed by Declarant or the Owners and now existing, under the surface of the Parcels; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of a Parcel or any portion thereof, to connect sanitary sewage lines or pipes to the lines and pipes described herein which were or are to be constructed solely for the benefit of a Parcel or which would exceed the capacity of discharge anticipated by the grant of the easement as provided herein. To the extent that any of such sanitary sewage lines, pipes, and other facilities are used in common by the Owners of any of the Parcels and are not dedicated to one or more governmental entities and/or utility companies, the same shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels who benefit from the same in accordance with the provisions of Section 5; provided, however, each Owner of a Parcel shall repair at its sole cost and expense, the sanitary sewer laterals of the Parcel upon which such lines, pipes and facilities are located.

2.3. Culinary Water. MSG and the Association hereby grant, convey, transfer and reserve for the benefit of the Owners of the Amended PUD Parcel, the Lots located therein, and the Apartment Parcel, a permanent non-exclusive easement for the purpose of (a) installing, maintaining repairing and replacing one or more underground culinary water lines under the surface of the Parcels, at locations approved by MSG; (b) connecting to one or more underground culinary water lines previously constructed by Declarant or the Owners,

under the surface of the Parcels and now existing, and receiving culinary waters through the same; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of a Parcel or any portion thereof, to connect culinary water lines or pipes to the lines and pipes described herein which were or are to be constructed solely for the benefit of a Parcel or which would exceed the capacity of supply anticipated by the grant of the easement as provided herein. To the extent that such lines are used in common by the Owners of any of the Parcels and are not owned and repaired by the provider of culinary water, all such culinary water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels who benefit from the same in accordance with the provisions of Section 5; provided, however, each Owner of a Parcel shall repair at its sole cost and expense, the culinary water lines from the point of any meter measuring usage for such Parcel to and within any and all buildings located upon such Parcel.

2.4. Storm Sewer. MSG and the Association hereby grant, convey, transfer and reserve for the benefit of the Owners of the Amended PUD Parcel, the Lots located therein, and the Apartment Parcel, a permanent non-exclusive easement for the purpose of (a) discharging storm waters from the Parcels, to and through a storm water detention system previously constructed by Declarant or to be constructed by MSG, under the surface of the Parcels, including but not limited to any required storm detention pond to be located upon any Parcel; and (b) maintaining, repairing and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of any Parcel or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes required for the construction of improvements upon the Parcels or to otherwise increase the capacity of discharge anticipated by the grant of the easement as provided herein; further provided, that the limitation contained herein shall not reduce the obligation, if any, to handle the discharge of storm waters from other parcels, to the extent that such obligation exists as of the date hereof. To the extent not repaired by the provided by a Governmental Authority, all such storm water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels in accordance with the provisions of Section 5.

2.5. Natural Gas, Electrical Transmission and Communication Lines. MSG and the Association hereby grant, convey, transfer and reserve for the benefit of the Owners of the Amended PUD Parcel, the Lots located therein, and the Apartment Parcel, permanent non-exclusive easements for the purpose of (a) installing, maintaining repairing and replacing one or more underground natural gas lines, electrical transmission lines and communications lines under the surface of the Parcels, at locations approved by MSG; (b) connecting to one or more underground natural gas lines, electrical transmission lines and communications lines constructed by Declarant, MSG or such utility providers, under the surface of the Parcels, and receiving natural gas, electricity and communications services through the same; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of any Parcel or any portion thereof, to connect to such lines and exceed the capacity of each such line anticipated by the grant of the

easements as provided herein. To the extent not repaired by the provider of each such utility services, all such common lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels in accordance with the provisions of Section 5; provided that any such line, pipe or facility services only the improvements located upon any Parcel, the obligation for repair, maintenance and/or replacement shall be solely that of the Owner of such Parcel.

2.6. The easements granted in Sections 2.2 through 2.5 are subject however to the following:

2.6.1 Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

2.6.2 The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve.

2.6.3 The initial cost of installing any such Utility Lines shall be paid by Declarant, or the Owner of the Parcel making such improvements, and except for the Storm Sewer Utility Lines and the Circulation Area, which shall be designed and installed pursuant to designs and specifications for an integrated system approved by MSG, all other systems shall be designed for the specific needs and use of each separate Parcel.

2.6.4 Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Benefitted Parties, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the Improvements, including landscaping to be restored to their former condition.

2.6.5 Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 2.

2.7. Emergency Access Easements. MSG, the Association and each of the Affiliated Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of the Amended PUD Parcel and the Apartment Parcel, a non-exclusive right, privilege and easement for ingress and egress to and from each Parcel for such Owners and public safety

personnel, including but not limited to emergency vehicle operators, for emergency purposes only.

2.8. Apartment Project Amenities Use. In connection with the construction and development of the Apartment Project, MSG may, but is not obligated, to construct certain common amenities for the benefit of its Guests, including for example a community center, a swimming pool, a pavilion, and open spaces (such amenities as actually constructed herein defined as the "Apartment Project Amenities"). Such Apartment Project Amenities do not include services which are provided to or located within individual apartment units (i.e., internet services or unit repairs). So long as the Association or the Affiliated Owners or their respective successors are current in the payment of the Assessments as required in Section 3, the Affiliated Owners and their Guests shall have the non-exclusive right and license to use the Apartment Project Amenities in common with the Guests of the Apartment Project, subject to rules and regulations created by the Owner of the Apartment Parcel, as such rules and regulations may exist or may be modified from time to time, provided the same are applicable to all Guests. Nothing herein shall be construed as an obligation upon the Owner of the Apartment Parcel to construct any specific amenities or to retain any amenity indefinitely once the same has been constructed or provided.

2.9 Limitation upon Use. The non-exclusive easements and/or licenses granted in Sections 2.1 through 2.5, 2.7 and 2.8 may only be used to such extent as may be reasonably related to the use of the Parcels for residential purposes.

3. Manager; Meetings of Owners, Assessments.

3.1 A Manager shall supervise the maintenance, repair and replacement of the Circulation Area, Improvements and Utility Lines to the extent the same are not maintained, repaired and/or replaced by applicable Governmental Authorities or utility companies. The initial Manager shall be MSG, and MSG shall serve in such capacity until such time as the Owners holding two-thirds (2/3) of the Participation Percentages, shall elect a successor Manager. Nothing herein shall preclude the Manager from delegating any of its specific duties and obligations contained herein.

3.2 The Owners may elect to hold an annual meeting as soon as possible after December 1 of each year to consider the appointment of a new manager, and any other business that the Owners may elect to address. Any Owner may call a meeting of the Owners upon twenty (20) days' written notice to the other Owners, which notice shall state the purpose, date, time, and location (which shall be within Salt Lake County, Utah) of the meeting. Except with the consent of all Owners, no business other than that described in the notice shall occur at the meeting. An Owner may attend the meeting and vote by telephone conference call. The Manager shall promulgate reasonable rules regarding the use of the Circulation Area.

3.3 Commencing with the execution of this Declaration, the Manager shall invoice the Association in the amounts set forth below on a regular periodic basis for the Association's and its Affiliated Owners' share of the cost of the maintenance, repair and replacement of the Circulation Area, the Improvements and Utility Lines (including reserves for the same), for the cost of any insurance obtained in connection with the Circulation Area, for the services provided to the Association and its Affiliated Owners as specified in Section 5 herein below, and for the Affiliated Owners' and their Guests' use of the Apartment Project Amenities as specified in Section 2.8 above (the Association's and its Affiliated Owners' share of such "Common Costs" are herein referred to as the "Assessment"). Assessment payments received by the Manager from the Association shall be immediately payable to the Owner of the Apartment Parcel to offset a portion of the Common Costs incurred by the Owner of the Apartment Parcel as provided in this Declaration. The Association's share of the Common Costs shall be equal to Ninety Dollars (\$90.00) per month, per Lot located within the Amended PUD Parcel, payable not less frequently than quarterly, such Assessment to increase annually by two percent (2%) of the prior year's Assessment, beginning January 1, 2015, and on the first day of January each year thereafter. All other Common Costs shall be satisfied by the Owner of the Apartment Parcel, regardless of the amount of such costs. If the Association fails to timely pay its Assessment, then: (i) a five percent (5%) late payment fee shall be added to the amount of the Assessment on the sixteenth (16th) day after the date of such invoice; (ii) the unpaid balance shall thereafter accrue interest at the rate of eighteen percent (18%) per annum; and (iii) all sums owing shall be secured by a lien in favor of the Owner of the Apartment Parcel and against the Lots owned by the Affiliated Owners and Members of the Association. The Owner of the Apartment Parcel or the Manager shall have the right to record a Notice of its Lien in the offices of the Salt Lake County Recorder.

3.4 In the event that MSG fails to substantially complete the Apartment Project on or before January 1, 2016, the Association shall have the right upon not less than sixty (60) days written notice to MSG, to terminate this Agreement. Such termination shall be evidenced by the recordation of a notice of the same in the offices of the Salt Lake County Recorder. If as a result of the construction of the Circulation Area it differs in any material manner from that depicted on Exhibit "D", this Declaration shall be supplemented by the addition of an Amended Exhibit "D" describing any amendments to the Circulation Area, which supplement shall be executed by the Association and the Owner of the Apartment Parcel and recorded in the offices of the Salt Lake County Recorder.

4. Construction of Improvements to the Circulation Area and Utility Lines. Declarant was solely responsible for the construction of the Circulation Area and Improvements as they currently exist and are located upon Parcel 1. As additional Improvements are made within the Circulation Area upon the Apartment Parcel or in the event that any Improvements constructed for the benefit of Parcel 1 are modified, they shall be made at the sole costs and expense of the Owner of the Apartment Parcel. The Owner of the Apartment Parcel shall have no obligation to make any Improvements to the Circulation Area located upon its Parcel until such time as it develops the Apartment Parcel. Upon completion of construction of the Circulation Area, Improvements and

Utility Lines, if the same are not dedicated and/or conveyed to a Governmental Authority or utility company, the same shall be deemed to have been transferred and conveyed to the respective Owners of the Parcels upon which the same are located, subject to the terms and conditions of this Declaration.

5. Maintenance/Insurance. In partial consideration for the receipt of the Assessment from the Association, the Owner of the Apartment Parcel agrees as follows:

5.1 The Circulation Area, Improvements and the Utility Lines shall be continuously maintained, including without limitation, the resurfacing and resealing of the private streets, Parking Lots, including the parking stalls. The Circulation Area, the Improvements and Utility Lines shall be kept clean and in good order, condition and repair under the supervision of the Manager, but at the sole cost and expense of the Owner of the Apartment Parcel. The Manager, and only the Manager, shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance. The Owner of the Apartment Parcel shall acquire and maintain in force, for the joint benefit of the Owners of all Parcels, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Utah. Such liability coverage may be provide as part of a casualty policy obtained by the Owner of the Apartment Parcel as long as the Association and the Owner of the Lot are designated as additional insureds. Such insurance policy shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage and personal injury, or such higher amount as may be required by the Mortgagee of the Apartment Parcel. The Manager shall maintain all records regarding the insurance for at least two (2) years at its office in Salt Lake County, Utah. Any Owner may inspect such records upon reasonable notice.

5.2 At the sole cost and expense of the Owner of the Apartment Parcel, the Manager shall also maintain, repair, and replace all landscaping and improvements in the Amended PUD Parcel (including but not limited to landscape areas on the Lots located therein) and the Apartment Parcel, including but not limited to the maintenance of all exterior trees, shrubs, and grass, but the Manager shall have no obligation to provide maintenance of any flower beds or other landscaping installed by an Affiliated Owner or its Guests and such Affiliate Owner and/or its Guests shall be solely responsible for the same. The Association shall provide the Manager and its agents with reasonable access to all landscape areas requiring maintenance including but not limited to the backyards of Lots located within the Amended PUD Parcel. The Association and/or the Affiliated Owners shall be solely responsible to provide at its sole cost and expense water for all exterior landscaping installed on the Amended PUD Parcel (and the Lots located therein) and for the installation and maintenance of sprinkler systems to water the same. The Association and the Affiliated Owners shall not install any additional landscaping or modify existing landscaping without the prior approval of the Owner of the Apartment Parcel.

5.3 At the sole cost and expense of the Owner of the Apartment Parcel, the Manager shall also provide snow removal for driveways and sidewalks located within the Amended PUD Parcel (including the Lots located therein) in the same manner as such services are provided upon the Apartment Parcel.

5.4 The Association shall provide at its sole cost and expense, exterior maintenance of the Living Units located within the Amended PUD Parcel including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Each of the Affiliated Owners shall paint, repair, and otherwise maintain the interior of his or her living unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. In the event that the Association and the Affiliated Owners fail to make the repairs as specified herein, the Owner of the Apartment Parcel may cause the Manager to perform such repairs and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be invoiced to the Association to and shall become an assessment and lien upon each Lot located within the Amended PUD Parcel from the date of recording of a notice of the same in the official records of the Salt Lake County Recorder.

6. Arbitration. An Owner may submit a dispute arising with respect to this Declaration to binding arbitration pursuant to Utah Code Annotated, Section 78-31a-1 *et seq.* at any time following thirty (30) days after such Owner notifies the other Owners of its intent to submit the issue to arbitration. If the Owners cannot resolve the dispute during such thirty (30) day period or agree upon an arbitrator, an arbitrator shall be appointed pursuant to Utah Code Annotated, Section 78-31a-5; provided, the arbitrator so appointed shall, to the extent possible, possess expertise in the subject matter to be arbitrated.

7. Title and Mortgage Protection.

7.1 No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

7.2 A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Declaration shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of

the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

7.3 This Declaration may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah, that is executed by all of the Owners of the Parcels. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

8. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels and the Lots, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel or Lot, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Parcel or a Lot. Each Owner shall comply with, and all interests in all Parcels and Lots shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel or a Lot, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

9. Enforcement. Subject to the provisions of Section 7 hereof, the Owner of a Parcel or any portion of a Parcel and/or the Manager shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration (including, without limitation, an arbitration pursuant to Section 6, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. Notices.

10.1 All notices and other communications under this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed as follows:

- (i) If to MSG, to:

MILLER SAGE GATE ASSOCIATES, LLC
5640 South Riley Lane
Murray, Utah 84107
Attention: Jay M. Minnick

For Mailing Purposes:

MILLER SAGE GATE ASSOCIATES, LLC
P.O. Box 571218
Salt Lake City, Utah 84157

or to such other address or addresses as MSG may hereafter designate by notice to the other Owners as herein provided; and

- (ii) If to the Association, to:

HARKERS LANDING PUD HOME OWNERS ASSOCIATION, INC.
90 South 400 West
Salt Lake City, Utah 84101

or to such other address or addresses as the Association may hereafter designate by notice to the other Owners as herein provided; and

- (iii) If to Declarant, to:

HOLMES-PLUMB WEST VALLEY, LLC
126 West 10000 South, Suite 250
Sandy, Utah 84070

or to such other address or addresses as the Declarant may hereafter designate by notice to the other Owners as herein provided; and

- (iv) If to any Affiliated Owner, such Owner's address as set forth in the records of the Salt Lake County Recorder.

10.2 Effective Date. If personally delivered, any notice or other communication hereunder shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail as herein provided, any notice or other communication hereunder shall be deemed to have been given and received and shall be effective on the date of receipt indicated on the return receipt relative thereto.

11. Effective Date. Declarant shall record a copy of this Declaration in the office of the County Recorder of Salt Lake County, Utah. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

12. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

13. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

14. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

15. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

16. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

17. Time of Essence. Time is of the essence of this Declaration.

[Remainder of page intentionally left blank.]

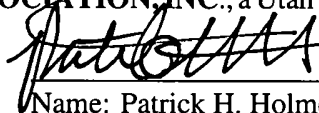
The Parties have executed this instrument to be effective as of the date first set forth above.

MILLER SAGE GATE ASSOCIATES, LLC, a Utah limited liability company

By its Manager, Miller Development Company, Inc., a Utah corporation

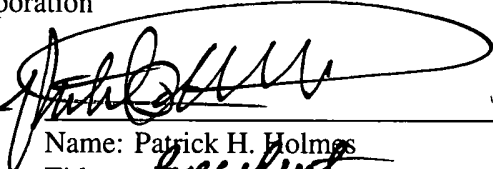
By: 
Name: Jay M. Minnick
Title: CEO

~~**HARKERS LANDING PUD HOME OWNERS ASSOCIATION, INC.**~~, a Utah nonprofit corporation

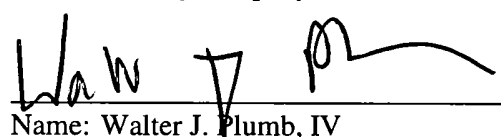
By: 
Name: Patrick H. Holmes
Title: President

~~**HOLMES-PLUMB WEST VALLEY, LLC**~~, a Utah limited liability company

By its Member, Holmes Homes, Inc., a Utah corporation

By: 
Name: Patrick H. Holmes
Title: President

And by its remaining Member, Plumb Holdings, LLC, a Utah limited liability company

By: 
Name: Walter J. Plumb, IV
Title: Manager

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

On the 2nd day of April, 2013, personally appeared before me Jay M. Minnick, the CEO of Miller Development Company, Inc., a Utah corporation, the Manager of MILLER SAGE GATE ASSOCIATES, LLC, a Utah limited liability company, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



Cara Liane Hicks

NOTARY PUBLIC

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

On the 2nd day of April, 2013, personally appeared before me Patrick H. Holmes, the President of HARKERS LANDING PUD HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



Melanie Maxfield

NOTARY PUBLIC

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

On the 2nd day of April, 2013, personally appeared before me Patrick H. Holmes, the President of Holmes Homes, Inc., a Utah corporation, the authorized Member of HOLMES-PLUMB WEST VALLEY, LLC, a Utah limited liability company, the signer of the within instrument who duly acknowledged to me that said company executed the same.



Melanie Maxfield

NOTARY PUBLIC

EXHIBIT "A"
to
Declaration of Covenants, Restrictions and Easements
(Parcel 1)

A parcel of land located within Salt Lake County, State of Utah, more particularly described as follows:

A parcel of land lying with the Southeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Beginning at a point North 89°50'22" West 692.34 feet and North 00°09'38" East 1047.97 feet from the Southeast corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°47'22" West 80.89 feet; thence South 00°16'17" West 7.46 feet; thence North 89°45'02" West 45.00 feet; thence North 00°15'00" East 149.84 feet to the point of curve of a non tangent curve to the left of which the radius point lies North 89°43'12" West a radial distance of 19.51 feet; thence Northwesterly along the arc through a central angle of 90°00'27" a distance of 30.65 feet (chord bearing North 44°43'26" West 27.59 feet); thence North 89°43'29" West 102.01 feet; thence North 00°15'06" East 113.90 feet; thence South 89°44'18" East 248.41 feet; thence South 00°27'41" West 275.73 feet to the point of beginning.

14-23-476007-0000

EXHIBIT "B"

to

Declaration of Covenants, Restrictions and Easements

(Lots and Living Units Within the Boundaries of Parcel 1)

A. Five Lots with Living Units:

1. Lot 107, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
2. Lot 108, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
3. Lot 109, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
4. Lot 110, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
5. Lot 111, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.

B. Six Lots without Living Units:

1. Lot 101, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
2. Lot 102, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
3. Lot 103, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
4. Lot 104, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
5. Lot 105, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.
6. Lot 106, Harkers Landing P.U.D., Phase 1, according to the official plat thereof on file with the Salt Lake County Recorder's Office.

EXHIBIT "C"

to

Declaration of Covenants, Restrictions and Easements

(Withdrawn Property)

A parcel of land located within Salt Lake County, State of Utah, more particularly described as follows:

A parcel of land lying with the Southeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Beginning at a point North 89°50'22" West 692.34 feet and North 00°09'38" East 1047.97 feet from the Southeast corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°47'22" West 80.89 feet; thence South 00°16'17" West 7.46 feet; thence North 89°45'02" West 45.00 feet; thence North 00°15'00" East 149.84 feet to the point of curve of a non tangent curve to the left of which the radius point lies North 89°43'12" West a radial distance of 19.51 feet; thence Northwesterly along the arc through a central angle of 90°00'27" a distance of 30.65 feet (chord bearing North 44°43'26" West 27.59 feet); thence North 89°43'29" West 102.01 feet; thence North 00°15'06" East 113.90 feet; thence South 89°44'18" East 248.41 feet; thence South 00°27'41" West 275.73 feet to the point of beginning.

LESS AND EXCEPTING:

A parcel of land lying within the Southeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Beginning at a point also being North 89°50'22" West 768.04 feet along the section line and North 1,255.13 feet from the Southeast Corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 53°55'41" West 17.95 feet;

thence Southwesterly 36.13 feet along the arc of a 57.00 foot radius curve to the right (center bears North 36°04'19" West and the chord bears South 72°05'17" West 35.53 feet with a central angle of 36°19'12");

thence North 89°45'07" West 109.58 feet;

thence Northwesterly 11.19 feet along the arc of a 77.00 foot radius curve to the right (center bears North 00°14'53" East and the chord bears North 85°35'18" West 11.18 feet with a central angle of 08°19'38");

thence Northwesterly 4.15 feet along the arc of a 10.00 foot radius curve to the right (center bears North 08°34'31" East and the chord bears North 69°32'19" West 4.12 feet with a central angle of 23°46'20");

thence North 00°13'03" East 88.22 feet;

thence South 89°44'16" East 172.89 feet;

thence South 00°15'42" West 68.70 feet to the point of beginning.

Contains 15,266 Square Feet or 0.350 Acres

EXHIBIT "D"

to

Declaration of Covenants, Restrictions and Easements

(Amended PUD Parcel)

A parcel of land lying within the Southeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Beginning at a point also being North 89°50'22" West 768.04 feet along the section line and North 1,255.13 feet from the Southeast Corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 53°55'41" West 17.95 feet;

thence Southwesterly 36.13 feet along the arc of a 57.00 foot radius curve to the right (center bears North 36°04'19" West and the chord bears South 72°05'17" West 35.53 feet with a central angle of 36°19'12");

thence North 89°45'07" West 109.58 feet;

thence Northwesterly 11.19 feet along the arc of a 77.00 foot radius curve to the right (center bears North 00°14'53" East and the chord bears North 85°35'18" West 11.18 feet with a central angle of 08°19'38");

thence Northwesterly 4.15 feet along the arc of a 10.00 foot radius curve to the right (center bears North 08°34'31" East and the chord bears North 69°32'19" West 4.12 feet with a central angle of 23°46'20");

thence North 00°13'03" East 88.22 feet;

thence South 89°44'16" East 172.89 feet;

thence South 00°15'42" West 68.70 feet to the point of beginning.

Contains 15,266 Square Feet or 0.350 Acres

EXHIBIT "E"

to

Declaration of Covenants, Restrictions and Easements

(Parcel 2)

A parcel of land located within Salt Lake County, State of Utah, more particularly described as follows:

Lot A, West Valley Pavilion, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, less and except any portion of the Harkers Landing P.U.D., Phase 1 Subdivision.

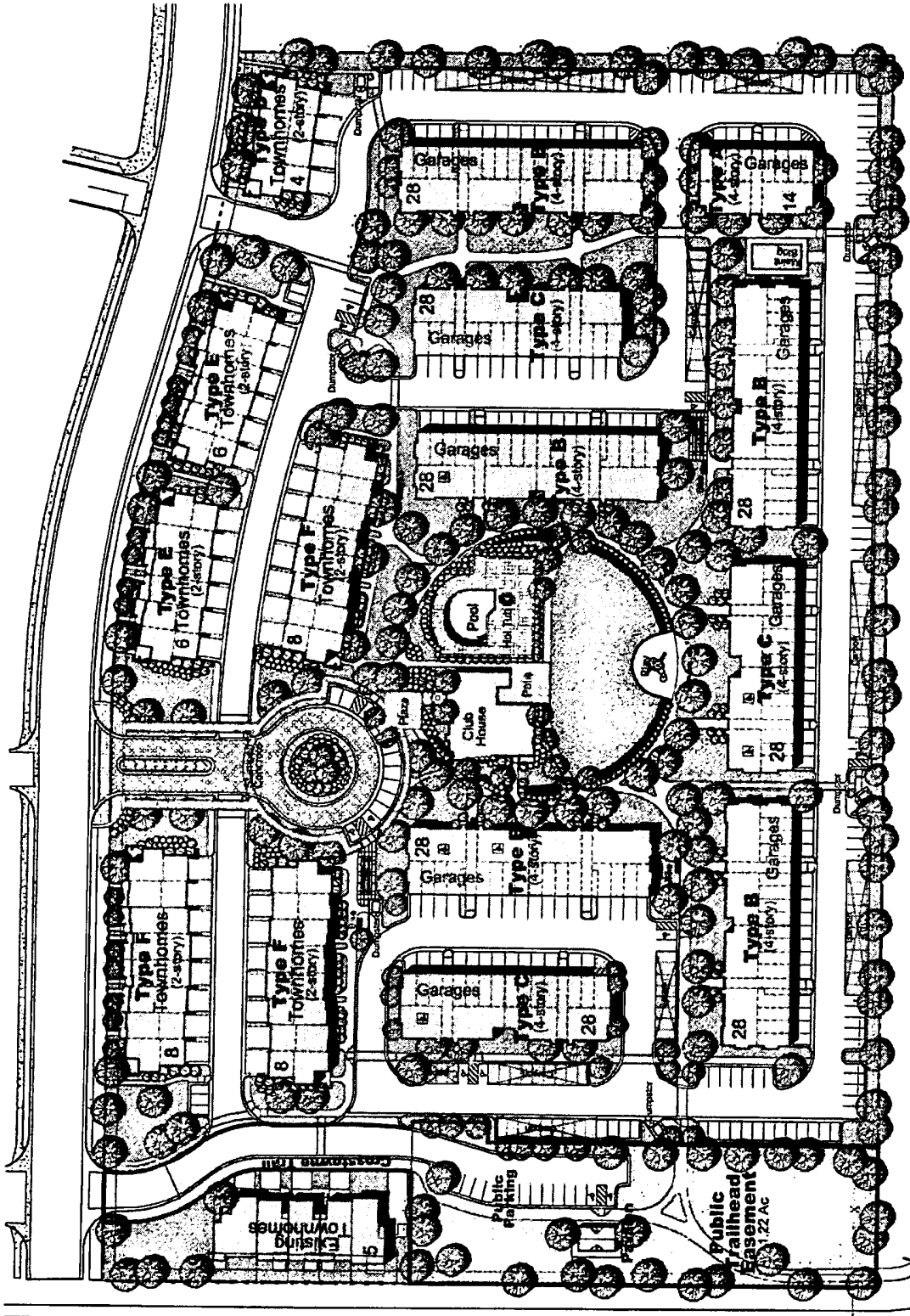
EXHIBIT "F"

to

Declaration of Covenants, Restrictions and Easements
(Apartment Parcel)

LOT 1, SAGE GATE AT HAYNES LANDING, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON RECORD WITH THE SALT LAKE COUNTY RECORDER.

EXHIBIT "G"
to
Declaration of Covenants, Restrictions and Easements
(Circulation Area)



Site Summary

Residential Units		
Proposed Townhomes		40
Apartments (Tuck-under)		238
Total Units		278

Parking Required		
Unit Type	Qty	Units
1 Bedroom	1.5	42
2 Bedrooms	1.75	126
3/4 Bedroom	2	110
Total Required Parking		504

Parking Provided	
Townhomes (2-car Garage)	80
Townhomes (2-car Tandem)	80
Tuck-under Garages	124
Tandem Spaces	126
Surface Spaces	102
Carports	114
Public Parking	14
Total Parking	640

(2.30 spaces)

Open Space	
Total Open Space	5.44 Ac
Public Open Space	1.0 Ac
Total Open Space	6.44 Ac (47%)
Parking Lot Spaces	321 Sp
Parking Open Space	4,815 SF (Required)
Parking Open Space	9,708 SF (Provided)

Land Use Summary	
Residential Bldgs	2.99 Ac
Roads & Parking	4.31 Ac
Open Space & Walks	6.40 Ac (46.71%)

13.70 Ac Total

Publicly Accessible Trailhead
Approximately 1.22 Acres

THINK
asw+isa

January 9, 2013



Proposed Site Plan
Sage Gate at Haynes Landing, West Valley City, Utah