

After Recording, Return to:

Gough Homes, L.L.C.  
8186 S 1300 W  
West Jordan, Utah 84088

Tax Parcel Nos.: 22-25-101-002

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12/13/2019 4:27:00 PM \$40.00  
Book - 10872 Pg - 5988-5996  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INTEGRATED TITLE INS SERVICES  
BY: eCASH, DEPUTY - EF 9 P.

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
JENSON FARMS PHASE 1A SUBDIVISION**

Gough Homes, L.L.C., a Utah corporation ("**Declarant**") is the owner of certain real property located in Draper City, Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto (the "**Property**"). Declarant hereby declares that the Property, together with all improvements, easements, rights and appurtenances belonging thereto, is subject to the covenants, conditions and restrictions as set forth herein ("**Declaration**").

**RECITALS**

A. The Property consists of the land described on Exhibit A, together with all improvements, easements, rights and appurtenances belonging thereto, which land will be or has been subdivided into individual lots (each a "**Lot**" or collectively the "**Lots**") as a residential subdivision.

B. Declarant intends to sell to various purchasers fee title to the individual Lots subject to the covenants, conditions, restrictions, limitations and easements set forth herein.

C. Declarant intends, by filing this Declaration and the Subdivision Plat, to declare that the Property is a residential subdivision known as "Jenson Farms Phase 1A Subdivision" (the "**Subdivision**").

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that all of the Property is hereby subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, leased, occupied, developed, mortgaged, hypothecated, or otherwise encumbered, subject to the covenants, conditions, restrictions, stipulations, agreements, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property.

**ARTICLE I  
MUTUAL AND RECIPROCAL BENEFITS**

All of the covenants, conditions, restrictions, stipulations and agreements are made for the direct, mutual and reciprocal benefit of each and every Lot and are intended to create reciprocal rights and obligations between the respective owners of all of the Lots, and to create a privity of contract and estate between the grantees of the Lots, their heirs, successors and assigns, and shall, as to the owners of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots in the Property and in consenting adjacent property.

**COURTESY RECORDING**  
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. INTEGRATED TITLE INSURANCE SERVICES LLC hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

**ARTICLE II  
DURATION**

This Declaration shall remain in effect for a period from the date hereof through January 1, 2030 (the "**Original Period**"), at which time the covenants, conditions, restrictions, stipulations and agreements shall be automatically extended for successive periods of ten (10) years each (each an "**Extension Period**"), unless the

then owners of at least eighty percent (80%) of the Lots agree to amend or release this Declaration in whole or in part at or immediately prior to the commencement of an Extension Period, and such agreement is evidenced by an appropriate written instrument, executed by the then owners of at least eighty percent (80%) of said Lot owners, and filed with the County Recorder's Office, Salt Lake County, Utah. In no event, however, shall this Declaration be released as to the Property prior to the expiration of the Original Period, unless one hundred percent (100%) of the Lot owners in the Subdivision provide written consent by appropriate agreement which is then filed for record in the County Recorder's Office, Salt Lake County, Utah.

### **ARTICLE III COVENANTS RUN WITH THE LAND; PERSONS AND PROPERTY AFFECTED**

This Declaration and all of the covenants, conditions and restrictions relating to the Subdivision shall constitute enforceable equitable servitudes which shall run with the land and this Declaration, when recorded with the Salt Lake County Recorder, and its terms and provisions, including servitudes, shall be binding upon Declarant, its successors, assigns, and upon all owners of property in the Subdivision, their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns, regardless of whether or not they receive a copy hereof at closing or any time thereafter. All covenants, conditions, restrictions, stipulations and agreements provided herein shall run with the Lots, and all owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented to and agreed with the present and future owners of the Lots, and with their respective successors and assigns, to conform to and observe the covenants, conditions, restrictions, stipulations and agreements as set forth herein, and to the use of the Lots and construction of buildings and improvements thereon.

### **ARTICLE IV AMENDMENT**

This Declaration may be changed, altered or amended at any time by the affirmative action of the owner or owners of at least eighty percent (80%) of the Lots in the Subdivision. If any additional, contiguous Lot or Lots are created and added to the existing Lots, then this Declaration will include them as well and any amendment will require the affirmative vote of the owner or owners of at least eighty percent (80%) of Lots, including the now existing Lots and such additional Lots. The changes to this Declaration shall be evidenced by the execution of an appropriate written agreement and filed for record in the County Recorder's Office, Salt Lake County, Utah. **However the original Declarant, Gough Homes, L.L.C., shall be able to make any changes to these CCR's for a period of 24 months from the date herein or until the Declarant does not own any lots in the Jenson Farms Phase 1A Subdivision, whichever is longer.**

### **ARTICLE V ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE**

5.1 Committee and Members. An Architectural and Structural Control Committee (the "*Committee*") is hereby created. The initial members of the committee shall be appointed by the Declarant. The Declarant or its successor or assigns may fill the positions and/or vacancies in the Committee and remove members thereof at its pleasure as long as the Declarant is one of the Lot owners (the "*Declarant Control Period*"). For convenience and to facilitate scheduling, two appointed individuals may alternate for one seat. Notwithstanding the foregoing or anything contained herein to the contrary, the number of the Committee shall be determined by the Declarant. In the discretion of the Declarant, during the Declarant Control Period, the Committee may consist of just one (1) person appointed by Declarant. In the event the Declarant desires no further involvement with the Committee either by being a member or by appointing or removing members, the Declarant shall give written notice to the Lot owners in the Subdivision. When such time arrives that the Declarant Control Period ends, then the owners of the Lots will hold an election to elect or appoint a three (3) member Committee. The election or appointment shall be by the vote or consent of the owners of more than fifty percent (50%) of the Lots in the Subdivision. No member of the Committee shall be liable to any person for decisions made or failure to act in making decisions as a member of said Committee.

5.2 Committee Function and Quorum. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected or remodeled on Lots in the Subdivision, so that all structures shall conform to the restrictions contained herein and to the general development plans of the Declarant and of the Committee, for the improvement and development of the Property. Nothing in this Section shall be construed as authorizing or empowering the Committee to waive any restrictions which are set forth in this Declaration except as herein specifically provided. During the Declarant Control Period, the Committee may act with the Declarant's authorization. After the Declarant Control Period, the Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2) members of the Committee.

5.3 Committee Approval Required. No building or structure, or other facility, shall be erected, remodeled or placed on any Lot without the written approval first having been obtained from the Committee as to compliance with this Declaration and as to location, height, design, materials and harmony with existing structures. No construction of any kind or nature on any of the Lots shall commence until the curb grade has been established. Except for approval of a variance or exception consistent with the criteria set forth in Section 5.7 below, approval by the Committee shall not affect, or constitute a waiver of the rights of any person, Lot owner or the Declarant who may enforce the provisions of this Declaration.

5.4 Submission and Review of Design Plans. To obtain approval to erect, remodel or place on any Lot any building, structure or other facility, a Lot owner (other than the Declarant) shall submit to the Committee, in duplicate, the following design plans: (a) the location on the Lot and nature of such improvement, containing a footprint of all proposed structures or improvements, including footprint or location of fences and walls; (b) elevations of the front, rear, and both sides of the structure(s); (c) finish grading plans; (d) complete set of architectural documents; (e) complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials; (f) landscaping plans showing the type and location of plant materials and any final site grading to be performed (all the foregoing hereinafter referred to as the "**Plans**"); and (g) a check for One Hundred and 00/100 Dollars (\$100.00) made payable to the Committee, or such other person or persons as directed by the Committee, as a plan review fee. This review fee may be changed as needed by a unanimous vote of the Committee.

Within thirty (30) days after receipt of the Plans by the Committee, the Committee shall approve or disapprove the Plans and shall evidence such approval or disapproval by the following: (a) by issuing a written approval or disapproval letter signed by a majority of the Committee, and (b) by affixing a "Stamp of Approval" or "Stamp of Disapproval," as the case shall be, on one set of the Plans and returning the same to the Lot owner.

The submission of Plans shall be deemed received by the Committee only when two (2) complete and legible sets of the Plans as required above are delivered together with the review fee. The Committee shall not permit any oral modification of the Plans, and all Plans so submitted will be evaluated solely on the submitted Plans.

5.5 Committee Decision and Liability. The Committee's approval or disapproval shall be in writing signed by a majority of its members. All decisions of the Committee shall be final and neither the Committee nor its designated representatives shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances, are the sole responsibility of the Lot owners and/or the Lot owner's designer, architect or builder. The Committee's review of plans shall in no way be concerned with the structural or mechanical integrity or ability of the building(s) or structure(s) or with the architectural or structural soundness thereof, or compliance with local or national codes and requirements.

5.6 Enforcement. The Lot owners hereby agree that the Committee, the Declarant, or any owner of a Lot within the Subdivision or within adjacent plats, may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary to enforce the provisions of this Declaration, or for damages arising from the breach of any of the provisions of this Declaration.

5.7 Variance from or Exception to Provisions of this Declaration. The Committee may, at any time, after receiving written application stating the basis therefore, grant variance from or exception to any of the requirements of Sections 6.1-6.6, 6.11, 6.12, 6.13, and 6.14 of this Declaration if it determines that: (a) the strict application of any provision of this Declaration would result in exceptional practical difficulties to, or undue hardship upon the Lot owner; (b) strict application of the provision or restriction is unnecessary to carry out the general purpose of this Declaration; and (c) the variance or exception would not be detrimental to any other Lot within the Subdivision.

## ARTICLE VI RESTRICTIONS ON USE, CONSTRUCTION AND LOCATION OF IMPROVEMENTS

6.1 Land Use. Each Lot shall be used for single family residential dwelling purposes and no Lot shall be used for any other purpose or any purpose which will injure the reputation of the Subdivision or the neighboring property or for any use which is in violation of any of the laws or ordinances of Draper City, Salt Lake County or the State of Utah.

6.2 Subdivided Lot. No Lot shall be subdivided or partitioned.

6.3 Set Backs. Any building or other structure constructed or situated on any Lot shall be in conformity with the minimum "set back" lines which may be fixed by the Declarant, or its successors and assigns, in the recorded Subdivision Plat, and in contracts or deeds to any or all of the Lots. The location of all buildings or structures must be approved in writing by the Committee prior to the start of construction and must comply with all applicable Draper City, Salt Lake County, State of Utah, codes and regulations.

6.4 Building Type. No buildings or structures shall be erected, altered, or permitted to remain on any Lot other than buildings or structures approved prior to construction by the Committee. The Committee, in its sole and exclusive discretion, shall have power to limit the number of stories and the height of structures as to any of all Lots if it deems such limitation is necessary to preserve the value of other Lots.

6.5 Temporary Structures. No trailer, basement, tent, shack or other outbuilding shall be placed upon any Lot or used at any time within the Subdivision as a temporary or permanent building without the written consent of the Committee; provided, however, subject to ordinances of Draper City, Utah, trailer or other temporary buildings may be placed upon a Lot during construction solely for the purpose of facilitating construction management and shall be removed from the Lot immediately upon completion of construction of the building or structure on the Lot.

6.6 Diligence in Building. When the construction or remodeling of any building or other structure is once begun, work thereon must be prosecuted diligently and completed within twelve (12) months. No building or structure shall remain incomplete or any remodeling unfinished for any reason for a period in excess of twelve (12) months from the date physical construction is commenced.

6.7 Compliance with Zoning and Building Ordinances of Draper City. All excavation work, all foundations, all construction, and all building and structures in the Subdivision shall be done, performed, placed or constructed, as the case may be, in, on or upon the Lots in accordance with the provisions of Draper City Zoning and Building Ordinances in effect when the buildings are constructed or remodeled. This provision shall not affect the applicability of the other provisions hereof.

6.8 Easements. Easements and rights-of-way over portions of the Property have been dedicated as utility and drainage easements for the use of Draper City, Salt Lake County and public or private utility companies or entities for drainage and/or the erection, construction, maintenance and operation therein or thereon of drainage conduits or pipes and for pipes, conduits, poles, wires and other means of conveying to and from the Lots, gas, electricity, power, water, TV, cable, telephone and telegraph services, sewage and other services for convenience to the public and owners of Lots, and for the flow of storm drainage, as are shown on the Subdivision plat. No structural improvements shall be placed in any such easements.

6.9 Prohibition Against Soil Erosion and Runoff. It shall be the responsibility of each Lot owner to direct site work relative to such owner's Lot in such a manner as to minimize and control erosion and runoff, both during and after the construction period. Construction and grading shall be conducted and completed in

such a manner as to maintain all solid materials, including excavated and/or imported soils, on site and to prevent the movement of earth materials or construction debris onto neighboring property, including public streets, or into the storm drainage system.

6.10 Soils and Geotechnical Requirements. If required by Draper City in connection with the subdivision development approval process, soils and geotechnical reports for the Property have been issued and reports have been filed with the Draper City Engineering Department. All requirements of Draper City and of these soils and geotechnical reports must be complied with in the construction of all buildings and structures on all Lots. The design, and subsequently the actual construction, of all footings and foundations must be certified by a qualified engineer registered with the State of Utah. The Declarant makes no warranties of any kind relative to soils or geotechnical matters.

6.11 Landscaping. Lots shall be fully landscaped and planted within the landscaping ordinance of Draper City or Twelve (12) months of the date the building or structure is ready for occupancy (or by the succeeding April 30<sup>th</sup> if a building or structure is ready for occupancy between October 15<sup>th</sup> and the following April 1<sup>st</sup>) whichever is sooner. All landscaping shall be adequately maintained with shrubs trimmed, lawns mowed and watered.

6.12 Residence Size and Garage Specifications. No structure shall be constructed upon any Lot unless and until the final plans and specifications for such structure have been submitted to and approved by the Committee pursuant to the provisions of this Declaration. Without the written approval of the Committee, (a) no single story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages, is 2,000 square feet or greater; and (b) no multi-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area plus the upper level(s), exclusive of basement, open porches and garages, is 2,400 square feet or greater. Garages for all residences on the Lots shall be enclosed and large enough for at least 3 cars.

6.13 Accessory Buildings. Accessory Buildings may be located on the property if and only if all of the following conditions are met:

- (a) The accessory building is located in the rear and at least 1 foot from any dwelling of an adjacent lot.
- (b) The accessory building is to be located not less than 1 foot from any property line
- (c) Animal shelters must comply with city ordinances and the provisions of this Declaration. Roof and exterior material must conform to the main residential requirements as described in section 6.14.1

6.14 Additional Architectural Guidelines. In addition to those requirements set forth elsewhere in this Declaration, the following architectural guidelines shall apply to all Lots:

6.14.1 Exterior Characteristics. The materials that clad the exterior walls of any residence shall be non-combustible or fire-retardant natural materials. These materials shall meet the Draper City Standards. There shall be a minimum of 30% of Brick, Rock, or Stone on any side of the home that faces a public road. The textures and patterns of siding material can affect the perceived scale and mass of a residence. Major wall surfaces should express their mass by being finished in fiber cement siding, stucco, cultured stone, natural stone, or brick. Any other exterior products may be used upon specific approval of the Committee however vinyl siding may not be used on any structure. Round or semi-round log siding is also prohibited. No building or structure shall have a metal outer wall or wall covering without the approval of the Committee. The following siding materials are the only siding materials permitted without the approval of the Committee:

- a) Manufactured sidings, boards, or shingles of weather-resistant natural wood, tight grade knot or better. Vinyl, aluminum and grooved plywood are not permitted.
- b) Plaster, including stucco, Dri-vit, and similar systems, which shall be seamless except for expansion joints.
- c) Brick, natural stone, or cultured stone. Unfinished concrete or concrete block is not permitted.

6.14.2 Fences. The height of all fences shall be in conformity with Draper City

requirements. All fence materials and placement of all fences must be approved by the Committee prior to erection. No fence or wall shall be erected on any Lot nearer to the front Lot line than the minimum building set back line unless similarly approved. Unless otherwise approved by the Committee, all rear yard-line fences must be placed on the rear Lot line.

6.15 Parking Requirement. Owner or tenant parking will not be permitted on any of the private or public dedicated streets in the Subdivision and it will be the responsibility of the Lot owners, their successors and assigns to provide such parking facilities as needed on their own Lot.

6.16 Recreational Vehicles. No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the property shall be parked in a side yard less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any lot, Private street or common areas. All R.V.'s and vehicles must be stored at minimum house set back as required by Draper City and the Committee.

6.17 Signs. Signs shall be allowed only as approved by Draper City and the Committee.

6.18 Mailboxes. All mailboxes shall be designed and constructed with brick, stone, or stucco; and concrete cap, unless the post office/postmaster requires a community gang box. All mailboxes must conform with local postmaster requirements.

## ARTICLE VII ADDITIONAL COVENANTS

7.1 Concrete Maintenance. Each Lot owner shall at all times keep the curb and gutter in front of its Lot in good condition and shall repair any cracks or breaks in such concrete within a reasonable time, not to exceed sixty (60) days, after receiving notification from the Committee to do so.

7.2 Noxious or Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot within the Subdivision, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. The Committee shall have the authority to determine if an activity is noxious or offensive and constitutes an annoyance or nuisance to the Subdivision.

7.3 Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any Lot.

7.4 Rubbish. No rubbish shall be stored or allowed to accumulate on any Lot, except in sanitary containers. Each Lot owner shall be responsible to have and maintain a sanitary container sufficient to maintain rubbish generated or accumulated on such Lot and the building and structures located thereon.

7.5 Construction Debris. All Lot owners shall properly maintain their Lots during the construction period so as to insure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining Lot or upon any other private or public property or public right-of-way. Lot owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining private property. Lot owners agree that the Declarant or the Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a Lot owner, his builder or any other person employed or otherwise controlled by a Lot owner, and record a lien against the Lot owner's property to secure the repayment of all sums expended by the Committee or by the Declarant in cleaning up and removing said "spoils" and debris from adjoining public or private property if the same is not voluntarily cleaned up and removed by the Lot owner within forty-eight (48) hours of written notice from the Declarant or the Committee identifying the required clean up and removal work.

## ARTICLE VIII MANNER OF VOTING

In voting, pursuant to the provisions of Article II, Article IV and Article V hereof, the owners of record of each Lot shall be entitled to one vote for each Lot owned, and any amendment or repeal of this Declaration or change in the membership of the Committee resulting from any such vote shall be evidenced by an appropriate written instrument signed by the required number of Lot owners, which instrument shall be acknowledged and promptly recorded in the County Recorder's Office, Salt Lake County, Utah.

## ARTICLE IX VIOLATIONS OF RESTRICTIONS

Violation of any of the covenants, conditions, restrictions, stipulations, or agreements herein contained shall give the Committee, the Declarant and their successors and assigns, the right to enter upon the Lot on which said violation or breach exists, and to summarily abate and remove, at the expense of the owner, and erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction, stipulation, or agreement of this Declaration is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by Law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.

## ARTICLE X GENERAL PROVISIONS

10.1 Effect of Waiver or Breach or Failure to Enforce. Each and all of the covenants, conditions, restrictions, stipulations, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, stipulations, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, stipulations, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, stipulations, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, stipulations, or agreements, either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction, stipulation, or agreement contained in this Declaration.

10.2 Severability. Invalidation of any one of or any portion of any one of these covenants, conditions, restrictions, stipulations, and agreements by judgment or court order shall in nowise affect any of the other provisions of this Declaration which shall remain in full force and effect.

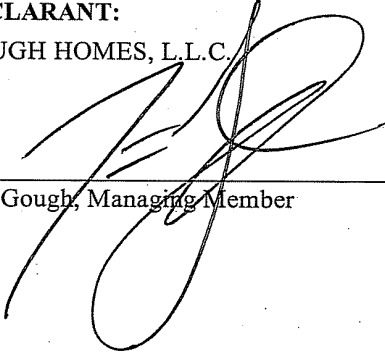
10.3 Construction Principles. Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Declaration.

10.4 Attorneys' Fees and Costs. In the event any claim demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fee and all court costs, as determined by the court.

10.5 Relationship to City, County and State Ordinances. The provisions contained in this Declaration are in addition to the effective laws and ordinances of Draper City, Salt Lake County and the State of Utah. In the event of any conflict between the provisions of this Declaration and the effective laws and ordinances of Draper City, Salt Lake County, and the State of Utah, the most restrictive provision shall apply.

IN WITNESS WHEREOF, the undersigned has executed this document this 12th day of December 2019.

DECLARANT:  
GOUGH HOMES, L.L.C.


By:   
Tim Gough, Managing Member

STATE OF UTAH )

COUNTY OF SALT LAKE )

On the 12th day of December, 2019, personally appeared before me Tim Gough, known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of the Declarant as its managing member.

WITNESS my hand and official seal.

  
NOTARY PUBLIC

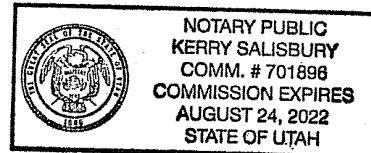




EXHIBIT A

Lots 101 – 126 Jenson Farms Phase 1A Subdivision, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON  
FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. Book 2019 P  
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