

When Recorded Return To:  
Fieldstone Highlands, LLC  
12896 S. Pony Express Road, Suite 400  
Draper, Utah 84020

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1/13/2017 2:37:00 PM \$77.00  
Book - 10520 Pg - 6783-6803  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BARTLETT TITLE INS AGCY  
BY: eCASH, DEPUTY - EF 21 P.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
LONEVIEW SOUTH AT THE HIGHLANDS**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONEVIEW SOUTH AT THE HIGHLANDS (“**Declaration**”) is made by Fieldstone Highlands, LLC, a Delaware limited liability company (“**Declarant**”) and Chance 13.5 LLC (“**Chance**”) on the date set forth below.

**RECITALS**

A. The Declarant and Chance are the owners of certain real property located in West Jordan City (“**City**”), Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (“**Property**”). Declarant is developing the Property as a residential subdivision to be known as Loneview South at the Highlands (“**Project**”). Declarant currently owns Phase 1 of the Project and Chance owns Phase 2 and Phase 3 of the Project. Declarant has a contractual right to purchase Phase 2 and Phase 3 of the Project from Chance. The Project shall be subdivided into individual single-family lots (“**Units**”) together with public streets and sidewalks.

B. Declarant and Chance intend to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property.

C. Declarant has adopted, and Chance has consented to, the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the “**Covenants**”) for the purpose of:

- i. Helping to insure uniformity in the development of the Units;
- ii. Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life in the Project;
- iii. Facilitating the initial sale of Units by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Units in the Project, by assuring

purchasers of uniformity and basic restrictions intended to preserve property values over time; and

iv. Providing for mandatory dispute resolution procedures and requirements to avoid litigation, as set forth in Article 9.

NOW, THEREFORE, the Declarant and Chance do hereby establish the Covenants and do hereby declare that the Property, and all Units within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Units within the Project.

#### **ARTICLE 1 – DEFINITIONS**

The plural of any word identified below shall have the same meaning as the singular and vice versa. The following words when used in this Declaration shall have the following meanings:

1.1 “City” means West Jordan City, a political subdivision of the State of Utah.

1.2 “Covenants” means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.

1.3 “Declarant” means Fieldstone Highlands, LLC, and any assign or successor that acquires Declarant’s interest in the Property.

1.4 “Declaration” means this *Declaration of Covenants, Conditions and Restrictions for Loneview South at the Highlands* as it may be amended from time.

1.5 “Improvement” means every structure, feature or improvement of any kind placed or constructed in the Project, including but not limited to any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or other product of construction and also includes landscaping.

1.6 “Owner” means the person or entity vested with legal, record fee simple title to any Unit. If there is more than one record holder of legal title to a Unit, each shall be an Owner.

1.7 “Period of Declarant’s Control” means the period of time during which Declarant shall have administrative control of the Project and the other rights and privileges as set forth in this Declaration. Following the recording of this Declaration, the Period of Declarant’s Control shall continue until such time as Declarant sees fit to, by written notice, release administrative

control of the Project, but in no event shall the Period of Declarant's Control extend beyond the time when one hundred percent (100%) of the Units in the Project have been conveyed to individual purchasers.

1.8 "Plat Map" means the plat map for the Project entitled *Loneview South*. A copy of the Plat Map current as of the date of this Declaration is attached hereto as **Exhibit B**. Declarant reserves the right to modify the terms of any revised or amend the plat for Loneview South. Any such revisions or amendments to the Plat Map recorded in Salt Lake County shall also be deemed the Plat Map for purposes of this Declaration.

1.9 "Project" means Loneview South at the Highlands, as shown on the Plat Map. The Project consists of three phases: Phase 1, Phase 2, and Phase 3, all as shown on the Plat Map. The Covenants in this Declaration apply to, and are binding on, all of the phases within the Project. The Project is not a cooperative.

1.10 "Property" means the real property situated in Salt Lake County, State of Utah, as more particularly described in **Exhibit A**, against which this Declaration is recorded.

1.11 "Residence" means the dwelling structure on a Unit in the Project. As shown on the Plat Map, the Residences within the Project are intended for occupation by a single-family, meaning: (a) a single person, (b) a group of people related to each other by blood, marriage, adoption, guardianship, or other legally authorized custodial relationship, together with not more than two additional unrelated persons, (c) a group of not more than four unrelated persons, together with the children, if any, of such persons, maintaining a common household.

1.12 "Specific Design Standards" means the design and building criteria applicable to Residences and other Improvements in the Project as set forth in Section 5.5.

1.13 "Unit" means a subdivided and individually numbered residential parcel as designated on the Plat Map recorded with Salt Lake County including the Residence and any other Improvements thereon.

## **ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION**

2.1 **Property.** The Property, as identified in **Exhibit A** and the Project, together with any additional phases of the Project, shall henceforth shall be held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Project consists of single-family residential Units as shown on the Plat Map.

2.2 **Consent.** Chance consents to this Declaration and agrees that the Property identified in **Exhibit A** and the Project shall henceforth be subject to the Covenants set forth in

this Declaration. Chance also consents to Fieldstone Highlands, LLC, holding all rights, privileges, of the Declarant under this Declaration with respect to the Property and the Project.

2.3 Covenants Run with the Land. This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Unit therein, and all Owners shall hold or take title subject to this Declaration.

2.4 Local Laws and Ordinances Applicable. The Property is located in West Jordan City, Salt Lake County. In addition to the Covenants set forth in this Declaration, the Property and any Unit therein is subject to local laws and ordinances, including applicable building codes and zoning ordinances, now or hereafter in effect.

2.5 Expandability. The Project is not expandable.

2.6 Enforcement of Covenants. The Declarant or any Owner aggrieved by another Owner's non-compliance with the Covenants set forth in this Declaration may commence an action seeking to enforce compliance with the same. Under appropriate circumstances, the Declarant or an Owner may seek a temporary restraining order or preliminary injunction to stop or prevent non-compliance with the Covenants set forth in this Declaration. In any such legal action, the prevailing party shall be entitled to an award of reasonable costs and attorney fees.

### **ARTICLE 3 – PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS**

3.1 Residential Use and Occupancy. Each Unit, and all Improvements thereon, shall be used only for residential purposes. No Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance.

3.2 No Further Subdivision. No Unit shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Unit shall be permitted.

3.3 Prompt Repair. Each Residence and other Improvement on an Owner's Unit shall be kept in good repair. Repairs shall be made in accordance with the Covenants set forth in this Declaration, including the Specific Design Standards.

3.4 Nuisance. No Owner shall use, or permit a guest or invitee to use, a Unit in a manner that constitutes a nuisance or unreasonably interferes with the use and enjoyment of any other Unit by the Owner or Owners thereof. Each Unit shall be bound by, and the Owner shall comply with, the Covenants set forth in this Declaration. Without limiting the foregoing, no rubbish or debris of

any kind may be permitted to accumulate on the Project in a manner that becomes unsightly or causes offensive odors. No unreasonably loud or disruptive noises shall be permitted in the Project.

3.5 Temporary and Other Structures. No temporary or prefabricated structures shall be permitted or used in the Project. No sheds, outbuildings, or detached structures may be constructed or maintained without a permit from West Jordan City.

3.6 Offensive, Unsightly, and Unsafe Conditions. No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Unit. Refuse, garbage and trash shall be regularly disposed of and at all times shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Unit, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Project.

3.7 Bees. The raising, keeping, or husbandry of bees or beehives is not permitted within the Project.

3.8 Pets and Livestock. Poultry, livestock, and other non-domesticated farm animals shall not be permitted within the Project. Notwithstanding the foregoing, an owner may keep no more than five (5) egg laying hens on a Lot at any one time. Chickens must be kept in a completely fenced enclosure. Any chicken creating undue noise will not be permitted and Owners must maintain chickens in a clean and sanitary condition. No pets or animals which constitute a danger or nuisance shall be permitted within the Project.

3.9 Ingress and Egress. Each Owner shall have a right of ingress to and egress from such Owner's Unit, with such right of ingress and egress being perpetual and appurtenant to ownership of the Unit.

3.10 Encroachment. No Improvement on any Unit shall encroach on an adjoining Unit and any such encroaching Improvements must immediately be removed at the expense of the Owner of the Unit from which the Improvement encroaches. If, however, encroachment occurs due to natural settling or shifting or for other reasons beyond the control of the Owner, the Owner shall be deemed to have an easement for the maintenance of such encroaching Improvement which shall exist, and shall run with the land, for so long as the encroaching Improvement exists.

3.11 Declarant Exemption. Notwithstanding any other provision of this Declaration, the Declarant may use any Unit owned by it, and during the Period of Declarant's Control may also use the Project, for any purposes, including construction purposes, consistent with or intended to facilitate the improvement and sale of the Units owned by Declarant. Declarant may use and maintain temporary structures on the Project. Declarant may operate one or more construction or sales offices and one or more model homes within the Project. Declarant shall also have the right to maintain a reasonable number of signs, banners, or similar devices throughout the Project. Declarant may from time to time relocate any of its sales offices, model homes, signs, banners or similar devices.

#### **ARTICLE 4 – MAINTENANCE AND OTHER OBLIGATIONS**

4.1 Owner's Compliance with Declaration. Each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Covenants set forth in this Declaration.

4.2 Maintenance by Owner. Each Owner shall maintain such Owner's Unit, and all the Residence and all other Improvements thereon, including landscaping, in good repair and in a clean and tidy manner, and in accordance with all the Covenants set forth in this Declaration so as to not detract from the overall appearance of the Project. Each Owner shall maintain the Residence and all other Improvements in a safe and functional condition. Each Owner shall maintain such Owner's Unit at the Owner's expense.

#### **ARTICLE 5 – ARCHITECTURAL CONTROL**

5.1 Residential Structures. The primary Improvement on each Unit shall be a Residence. Any other Improvements on the Unit shall be consistent with and shall not detract from the residential nature of the Project.

5.2 Construction. All Improvements must be completed within twelve (12) months from the commencement of construction. For Residences, this includes all exterior painting and finish work and the installation of all required landscaping. During the construction of any Improvement, the affected Unit must be kept reasonably clean and tidy and all construction debris must be controlled and regularly removed.

5.3 Applicability of Covenants and West Jordan City Ordinances. Construction of all Residences and other Improvements, and all other construction activities within the Project must

comply with the Covenants set forth in this Declaration, including the Specific Design Standards, and must also comply with all applicable zoning ordinances and building codes of West Jordan City, and with all other applicable laws and regulations.

5.4 Architectural Control Committee.

5.4.1 There shall be an Architectural Control Committee (“ACC”) for the Project. During the Period of Declarant’s Control, Declarant shall select the members of the ACC, which shall number no less than three (3) members. During the Period of Declarant’s Control, members of the ACC do not need to be Owners. After the Period of Declarant’s Control, the Owners shall convene a meeting for the purpose of selecting not less than three (3) Owners to be the members of the ACC. The Owners may, from time to time, remove or replace members of the ACC at a meeting of the Owners convened for that purpose.

5.4.2 The ACC shall review designs for the construction of any Residence in the Project for compliance with the Covenants set forth in this Declaration, including the Specific Design Standards. In addition, the ACC shall review designs for any reconstruction of, addition to, or major renovation to, any Residence in the Project for compliance with the Covenants set forth in this Declaration.

5.4.3 All Residences and other Improvements shall be constructed and maintained in accordance with Covenants set forth in this Declaration. Prior to construction, alteration, modification, or replacement of any Improvements within the Project – and before obtaining any required permits from West Jordan City – an Owner shall submit plans for the same to the ACC. The ACC shall evaluate all such plans for compliance with the Covenants set forth in this Declaration, including the Specific Design Standards.

5.4.4 The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses associated with the ACC’s review of the plans.

5.4.5 The ACC shall approve or deny such plans in writing within thirty (30) business days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute an approval.

5.5 Specific Design Standards. Among other items, the design, construction, and maintenance of any Residence in the Project shall be governed by the following provisions and the Final Development Plan attached hereto as Exhibit C (collectively, the “**Specific Design Standards**”).

5.6 Declarant Exemption. Nothing in this Article 5 shall prohibit or restrict the ability of the Declarant to use any Units owned by Declarant for any purposes consistent with or intended to facilitate the improvement and sale of Units owned by Declarant. Declarant may maintain and operate temporary structures for construction, sales, or business purposes. Declarant shall not be bound by the time limitation for construction activities set forth in this Declaration.

## ARTICLE 6 – EASEMENTS

6.1 Easements Shown on Plat Map. The Property and Units are subject to the easements, rights of way, encroachments, and other encumbrances, including public utility easements, as shown on the Plat Map. Within such easements, no Improvement of any type shall be placed or permitted to remain which may damage or interfere with the intended purpose of such easement.

6.2 Easements Reserved. In addition to easements shown on the Plat Map or otherwise provided for in this Declaration, the following easements are reserved for the benefit of the Owners:

6.2.1 Easement for Encroachment. If, because of natural settling or shifting of the earth or other similar causes beyond an Owner's control, any part of a Unit encroaches on an adjoining Unit, an easement for the encroachment and for maintenance of the encroaching Unit shall exist in favor of the Owner.

6.2.2 Public Dedication. The Declarant reserves, for itself and its successors and assigns, the right to dedicate all roads, streets, alleys, open space, rights of way or easements shown on the Plat Map to public use.

6.2.3 Future Utility Easements. Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Unit, road, street, open space, or other portion of the Project, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities to serve the Project and the Units therein, including but not limited to the mains, conduits, pipelines, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas, electricity, telephone, cable television, internet and data, and other



public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to any Unit or other portion of the Project.

6.2.4 Grading. Declarant reserves, for itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Unit and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Residence built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

#### **ARTICLE 7 – DECLARANT RIGHTS AND CONTROL**

7.1 Construction Activities. So long as Declarant owns at least one (1) Unit within the Project, Declarant shall have the right to conduct construction activities on or related to such Unit and shall not be bound by any limitations related to construction activities set forth in this Declaration. During the Period of Declarant’s Control, Declarant shall have a non-exclusive easement and right-of-way in, through, under, over and across the Project for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services and other services or facilities to the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, in its absolute discretion, shall have the right to construct and install any and all Improvements within the Project which Declarant desires, so long as they comply with the applicable ordinances of the City and the Specific Design Standards, but this provision shall not be construed to impose any obligations on Declarant to construct any such Improvements.

7.2 Sales Activities. Notwithstanding any other provision of this Declaration, so long as Declarant owns at least one (1) Unit within the Project, Declarant shall have the right to conduct reasonable sales activities including, but not limited to maintaining one or more sales office or model home on Units owned by the Declarant and using the same for business purposes and maintaining a reasonable number of “for sale” signs or other similar marketing materials in the Project.

7.3 Declarant’s Rights Assignable. Declarant may assign the rights of Declarant set forth under this Declaration, or those rights in any way relating to the Property. Upon such assignment, such assignee shall be deemed the Declarant for all purposes under this Declaration.

#### **ARTICLE 8 – DURATION AND AMENDMENT**

8.1 Duration. This Declaration shall be effective, and the Covenants set forth herein shall encumber the Property, from the date the Declaration is recorded in Salt Lake County and, as amended from time to time, this Declaration shall continue in full force and effect against the

Property and the Covenants shall run with the land in perpetuity, for as long as the law allows unless amended or terminated as provided herein.

8.2 Amendment. During the Period of Declarant's Control, the Declarant shall have the right to amend this Declaration without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven percent (67%) of the Owners in the Project and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of the Owners in the Project. No amendment to this Declaration shall be effective until it is recorded in the real property records of Salt Lake County.

## ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Municipal Assessment. The Project is within the area identified as the Highlands Assessment Area (“HAA”) encompassing the Highlands Master Development Area, as identified in City ordinance 13-27, recorded the real property records of Salt Lake County on August 12, 2013, as Entry No. 11703231 (“Ordinance”). The Project is subject to all restrictions, fees, assessments, encumbrances, and other burdens placed on the HAA, as identified in the Ordinance. A copy of the Ordinance is available from the City or the Salt Lake County recorder's office.

9.2 Interpretation. The captions and section headings set forth in this Declaration are for convenience and shall affect the provisions set forth in the sections hereof. The use of any plural shall, where the context requires, include the singular thereof, and vice-versa.

9.3 Governing Law. This Declaration shall be govern by, and interpreted in accordance with, the laws of the State of Utah.

9.4 Severability. If any section, term, or provision of this Declaration is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration, which shall all remain in full force and effect.

9.5 Waiver. The failure by the Declarant or any Owner to enforce any term or provision of this Declaration shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, Declarant and Chance have adopted the Covenants set forth in the foregoing Declaration and have executed the Declaration on this 9<sup>th</sup> day of January, 2017.

**DECLARANT**

Fieldstone Highlands, LLC

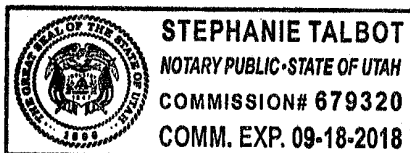
By: [Signature]  
Name: Kameron Spencer  
Title: Assistant Secretary

STATE OF UTAH )

ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2017 by Kameron Spencer as the Assistant Secretary of Fieldstone Highlands, LLC.



[Signature]  
Notary Public

**CHANCE**

Chance 13.5 LLC

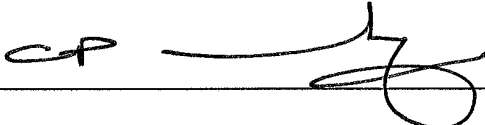
By: [Signature]  
Name: Teresa Robison  
Title: Manager

STATE OF UTAH )

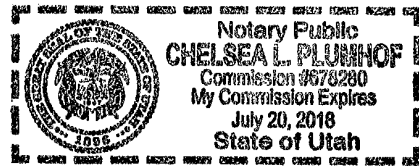
ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Dec.,  
2016 by Teresa Robison as the Manager of Chance 13.5 LLC.

  
\_\_\_\_\_

Notary Public



**EXHIBIT A**

**(Property Description)**

**LEGAL DESCRIPTON**

A portion of the NE1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, more particularly described as follows:

Beginning at the southwest corner of LONEVIEW NORTH Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said point is located S89°54'20"W along the Section line 937.51 feet and S0°36'34"E 1,818.40 feet from the Northeast Corner of Section 34, T2S, R2W, S.L.B. & M.; thence along the south line of said Plat the following 8 (eight) courses and distances: N88°44'00"E 75.44 feet; thence N78°30'00"E 144.92 feet; thence S82°54'00"E 282.00 feet; thence S73°00'00"E 200.00 feet; thence S58°00'00"E 150.00 feet; thence S70°41'00"E 55.00 feet; thence N83°56'00"E 20.00 feet; thence S82°36'00"E 6.00 feet to the west line of 6400 West Street as dedication and platted with BLOOMFIELD HEIGHTS Subdivision, Phase 2, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence S0°34'37"E along said Plat 607.08 feet to the north line of Parcel B, THE OAKS AT JORDAN HILLS VILLAGES Subdivision, Plats 2-1, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said point is also located N89°58'21"W along the ¼ Section line 45.00 feet and South 0.09 feet from the East ¼ Corner of said Section 34; thence N89°58'38"W along said Plat 891.44 feet; thence N0°36'34"W 232.88 feet to the southeast corner of Lot 3, WEST JORDAN SUNSET CHURCH Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said lot the following 4 (four) courses and distances: N89°58'51"W 955.30 feet to the east line of 6700 West Street; thence N0°35'03"W along said Street 85.42 feet; thence along the arc of a 15.00 foot radius curve to the right 23.73 feet through a central angle of 90°36'12" (chord: N44°43'03"E 21.32 feet) to the south line of 8140 South Street; thence S89°58'51"E along said street 662.62 feet to the southwest corner of Lot 2 of said Subdivision; thence N0°36'34"W along said lot 365.02 feet to the northwest corner of Lot 2; thence S89°58'51"E along said lot 277.48 feet to the northeast corner of said Plat; thence N0°36'40"W 67.36 feet to the point of beginning.

Contains: 19.63+/- acres

- |               |               |
|---------------|---------------|
| 20-34-200-041 | 20-34-281-007 |
| 20-34-200-042 | 20-34-281-006 |
| 20-34-200-013 | 20-34-281-004 |
| 20-34-200-014 | 20-34-281-003 |
| 20-34-279-023 | 20-34-281-002 |
| 20-34-283-001 |               |
| 20-34-283-002 |               |
| 20-34-283-003 |               |
| 20-34-283-004 |               |
| 20-34-283-012 |               |
| 20-34-283-011 |               |
| 20-34-283-010 |               |
| 20-34-283-009 |               |
| 20-34-283-008 |               |
| 20-34-283-007 |               |
| 20-34-283-006 |               |
| 20-34-283-005 |               |
| 20-34-282-001 |               |
| 20-34-276-004 |               |
| 20-34-280-001 |               |
| 20-34-280-002 |               |



**EXHIBIT C**

**(Final Development Plan for Loneview South at the Highlands)**

## Phase 1 - Architectural Design Checklist

### • LONEVIEW SOUTH

#### Architectural Standards - Specific Design Requirements

Secondary or substitute architectural elements may be used in addition to or in place of the principle elements listed herein; however, shall first be approved by the City of West Jordan Zoning Administrator and the Development's Architectural Control Committee (ACC).

#### Exterior

- Exterior of homes will incorporate brick, stone, stucco, or composite board siding and/or shingles to ensure equal dispersion and use of high quality building materials. No aluminum or vinyl siding will be allowed; however, aluminum soffit and fascia may be allowed if it is consistent with the other exterior materials
- When utilized - brick or stone wainscoting shall extend a minimum of ten (10) feet along both interior sides of the home. Corner lots shall extend the wainscot the entire length of the corner side and ten (10) feet along the interior side of the house
- Exteriors of all homes must be of a material approved by West Jordan City and the ACC. If the exterior side or rear elevations of the home are stucco, then 40% of the front elevation must be brick or stone. If the exterior side or rear elevations of the home is enhanced masonry (Hardie Board or an approved equivalent), then the home will be constructed with brick or stone in the minimum amount of two (2) times the perimeter of the foundation
- Enhanced architecture shall be included on all four (4) sides of the home. Features may include a combination of the following:
  - \* Rear and side elevation may include a stucco (or similar material) band, no less than four (4) inches in width around the perimeter of a dwelling. This band shall be of a different color and/or texture from the main façade material
  - \* Dormers on the rear elevation that match dormers on the front elevation
  - \* Gable siding which is of a differing material from the remainder of the façade
  - \* Alternating siding colors
  - \* Decorative rear porch, deck or covered patio with posts and roofline that match front elevation elements
  - \* Balconies or flower pots
  - \* Brick or stone wainscots running continuously around all four sides of the house
  - \* Exposed decorative brackets, corbels or rafters on the front, side and rear of the house
  - \* Stucco, hardi-board (or similar material) band underneath the gable fascia
- Front door has at least one sidelight, transom window, double door, or integrated glazing as part of the entry door
- No windowless walls, windows shall be installed on all facades
- Maximum unbroken distance between (1) any corner of the home and window; and/or (2) windows on any side of a home is eight (8) feet. There shall be no windowless walls. Window framing, trim and molding should be consistent along all facades of a dwelling. Enhanced framing, trim and molding may be used as a substitute for other architectural elements or features
- Windows framed in wood, composite board, brick, stone or stucco trim a minimum of four (4) inches wide
- Window mullion pattern installed on at least 75% of windows (consisting of bay or box window, oval, octagon or wrapping corner windows, arched windows, clustered windows)
- Multiple roof lines with varied roof forms, ridge lines and pitches. All front elevations shall contain a minimum of two (2) roof lines designed at different heights
- Roof lines shall have a pitch no less than 4:12 and no more than 12:12.
- All homes shall have at least a twelve (12) inch roof overhang



## Phase 1 - Architectural Standards

The Developer will record Covenants, Conditions, and Restrictions (CCRs) for Loneview South to provide clear direction on design and architecture within the subdivision. The CCRs will be enforced by the Architectural Control Committee (ACC), which will review all plans to be built in the subdivision and provide an ACC Approval form per a satisfactory review. The establishment, administration, guidelines and rules of the ACC are defined in the CCRs. Initially, the ACC will be the responsibility of the Declarant listed in the CCRs (the developer), at a date uncertain this responsibility will be turned over to the homeowners living in the subdivision. The ACC will keep track of covered porches, and garage placement percentages, as these are both subject to specific provisions in the Development Plan and CCRs (and are shown on the ACC Review form) and will monitor and enforce these percentages at the time of approval. Developer will provide a list of the specific design requirements, as approved in the sub-area preliminary development plan, to all home builders within Loneview South to ensure compliance with these adopted Architectural Standards.

The Architectural Standards which will be incorporated into the CCRs are as follows:

- No identical elevations on the same street or across the street for 400 feet.
- A minimum of 50% of homes shall have a front porch, all front porches shall comprise of no less than seventy-five (75) square feet. Porches with wood or wood-like columns are to be installed on homes where appropriate.
- The garage on at least 75% of the homes shall be recessed no less than six (6) feet from a covered porch or the main facade of the dwelling. In no instance shall the garage extend past the front of the porch or main facade more than six (6) feet.
- All single family dwellings will have at least a two (2) car garage with a minimum interior of four hundred (400) square feet.
- For two (2) car garages that are front loading and face the street, the homes shall be designed so that garage door or doors comprise no more than 50% of the width of the front elevation. Sectional garage doors with windows are encouraged.
- A maximum of three (3) car garage is allowed in a non-tandem configuration.
- Three (3) car garages shall not occupy more than 55% of the total width of the front elevation. All three (3) car garages shall have a minimum offset of no less than two (2) feet between the main garage door(s) and the additional third garage door.
- Carports may not be built.
- On all lots residential structures shall have 2,500 usable square feet of floor area, including the basement.
- Rambler style houses shall have a minimum of 1,250 finished square feet of main floor area above finished grade.
- Houses with two (2) or more stories shall have a minimum of 900 finished square feet of main floor area above finished grade.
- Square footage of any style is excluding garages, porches, verandas, patios, eaves, overhangs, and steps.
- Building exteriors of residential structures will incorporate brick, stone, stucco, or composite board siding and/or shingles to ensure equal dispersion and use of high quality building materials. No aluminum or vinyl siding will be allowed; however, aluminum soffit and fascia may be allowed if it is consistent with the other exterior materials.
- The exteriors of all single family dwellings must be of a material approved by West Jordan City and the ACC. If the exterior side or rear elevations of the residence are stucco, then 40% of the front elevation must be brick or stone. If the exterior side or rear elevations of the residence are enhanced masonry (Hardie Board or an approved equivalent), then the residence will be constructed with brick or stone in the minimum amount of two (2) times the perimeter of the foundation.
- Additional elements that can be used where appropriate include header window accent trim, square wood or wood-like columns with trim, wood or wood-like window pot shelves and shutters.
- The main entrance of all residential structures shall have a clear entryway extending from the public sidewalk to the front door, where the main entrance shall be oriented to the street.
- Enhanced door and window treatment is required on all homes. Front doors shall be complemented with at least one sidelight, transom window or double door, or integrated glazing as part of the front entry door. Windows should be installed on all facades and shall be proportionate in size to the wall face in which the window is located. There shall be no windowless walls. The maximum unbroken distance between: a) any corner of the home and window; and/or b) windows on any side of a home is eight (8) feet. All windows should have framed-in wood, composite board, brick, stone or stucco trim that is a minimum of four (4) inches in width.
- Homes on corner lots shall be specifically designed with consistent architecture to the visible sides. Corner homes shall continue the ornamental features and material accents of the front facade, such as extending the porch and/or utilizing the same size windows and features as the front facade. Homes placed on corner lots shall locate the garage on the side of the lot away from the corner within the specified setbacks.
- Roof lines shall have a pitch no less than 4:12 nor more than 12:12. All front elevations shall contain a minimum of two (2) roof lines designed at different heights.
- All homes shall have at least a twelve (12) inch roof overhang.

# Phase 1 - Architectural Design Checklist

## • LONEVIEW SOUTH

### Secondary or Substitute Exterior Elements

The following exterior elements may be used to assist in enhanced exterior elements:

- Windows - the following exterior elements may be used to assist in enhanced architecture:
  - \* Header accent trim
  - \* Pot shelves
  - \* Shutters with header accent and/or trim molding
  - \* Trim molding that is wider than six (6) inches and is ornamental in design

### Garage

- No more than 25% of the lots in the development shall have standard, front loading or a front yard/side loading garage. In no instance shall the garage extend past the front of the porch or main façade more than six (6) feet
- Garages on a minimum 75% of the homes shall have a semi-recessed front loading garage (garage recessed no less than six (6) feet from a covered porch or the main façade of the dwelling)
- Minimum two car garage with a minimum interior of four hundred (400) square feet
- 3 Car garage: Garage doors occupy no more than 55% of the front of the home. All 3 car garages shall have a minimum offset of no less than two (2) feet between the main garage door(s) and the additional third garage door
- 2 Car garage: Garage doors occupy no more than 50% of the front of the home

### Secondary or Substitute Garage Elements

The following exterior elements by be used to assist in enhanced garage elements:

- \* Sectional garage doors with windows are encouraged
- \* Side entry and detached rear yard garage
- \* Garage doors constructed of wood and stained appropriately
- \* Side man door to exterior
- \* Sconces or light fixtures on façade walls adjacent to the garage door

### Porch

- Covered porch
- If home has covered porch, shall be a minimum of seventy-five (75) square feet
- Porches with wood or wood-like columns are to be installed where appropriate

### Building Elevation

- No identical elevations on the same street or across the street for four hundred (400) feet
- Correct scale with respect to height, bulk and structure size. No home shall be over-powering in height or size when compared with other homes
- Entrance oriented to the front of the street

## Fencing and Wall

Loneview South will have a permanent concrete wall on the East boundary along 6400 West, the South boundary along 8200 South and the West boundary along 6700 West. The concrete wall developed by RhinoRock will be six (6) feet high and the color will be brownstone (see photo). Once installed, and after the one (1) year warranty period has expired, the walls shall be the responsibility of the adjacent property owner.

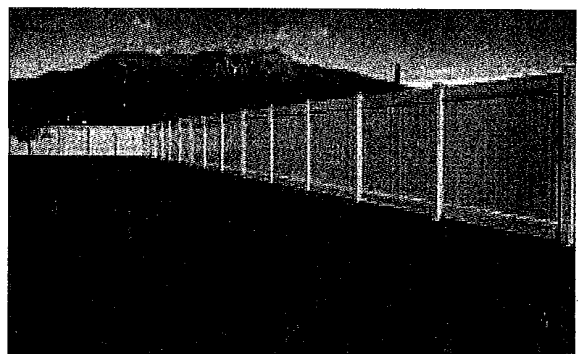


• *RhinoRock Wall - Color is Brownstone*

Fencing is required on lots that are adjacent to open space (Lots 101, 160-163). The fence will be a split rail (3 rail) vinyl fence. The color will be tan to match the RhinoRock Wall. The fence shall be installed as part of the lot improvements. Once installed, and after the one (1) year warranty period has expired, the fence shall be the responsibility of the adjacent property owner.



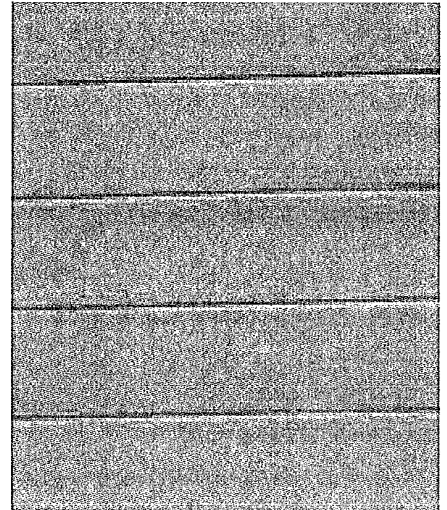
Fencing is also required on the lots adjacent to existing or future development (Lots 115, 138, 146-160). The fence will be a six (6) foot high solid vinyl fence. The color will be tan. The fence shall be installed as part of the lot improvements. Once installed, and after the one (1) year warranty period has expired, the fence shall be the responsibility of the adjacent property owner.



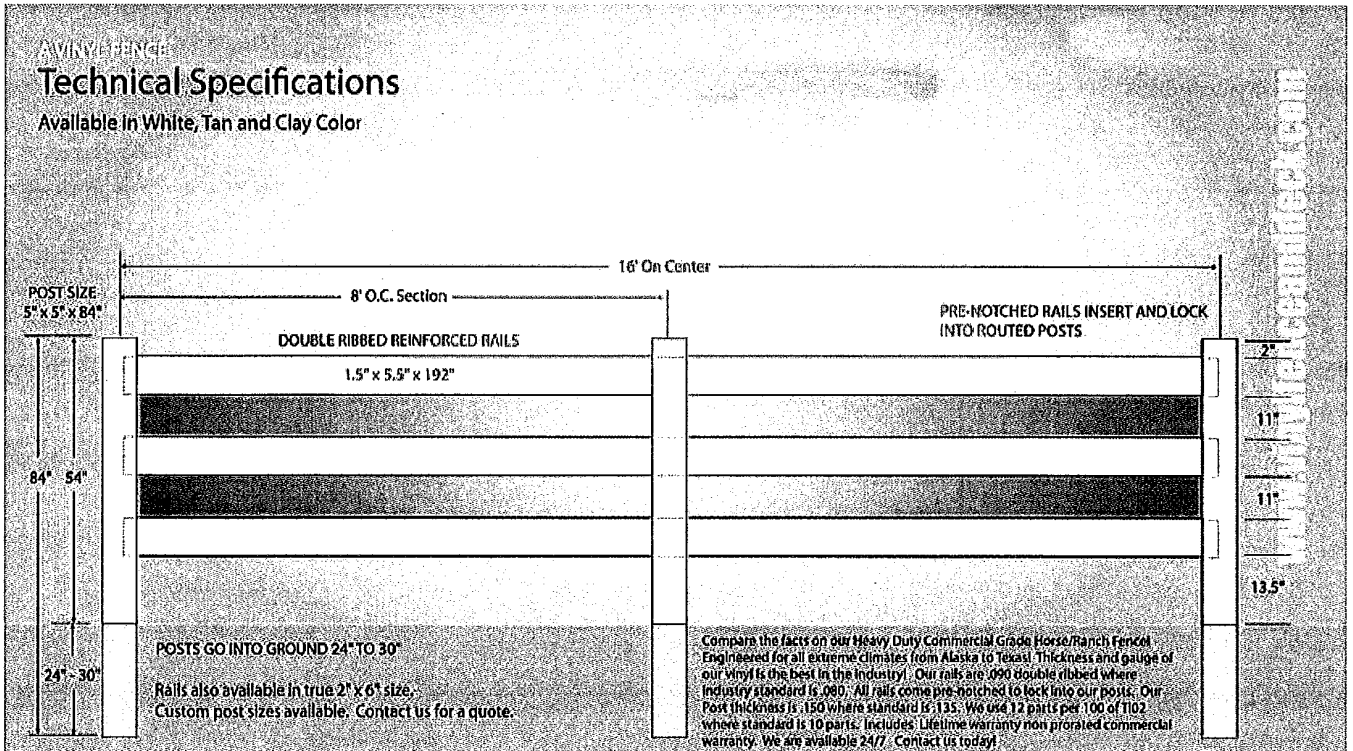
• *Vinyl Fencing - Color is Tan*

# Fence Specifications

A split rail (3 rails) vinyl fence will be installed adjacent to open space on lots 101 and 160-163. The color will be tan to match the RhinoRock Wall. The fence shall be installed as part of the lot improvements.

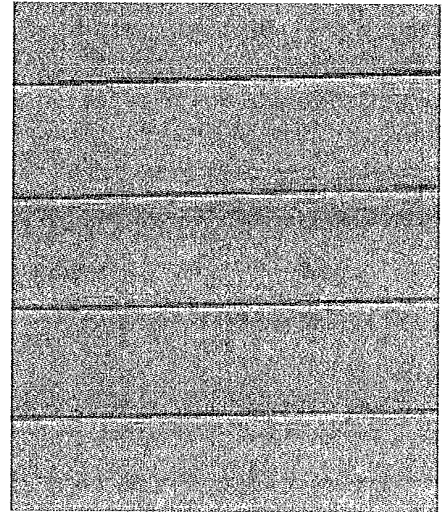


• Color: Tan

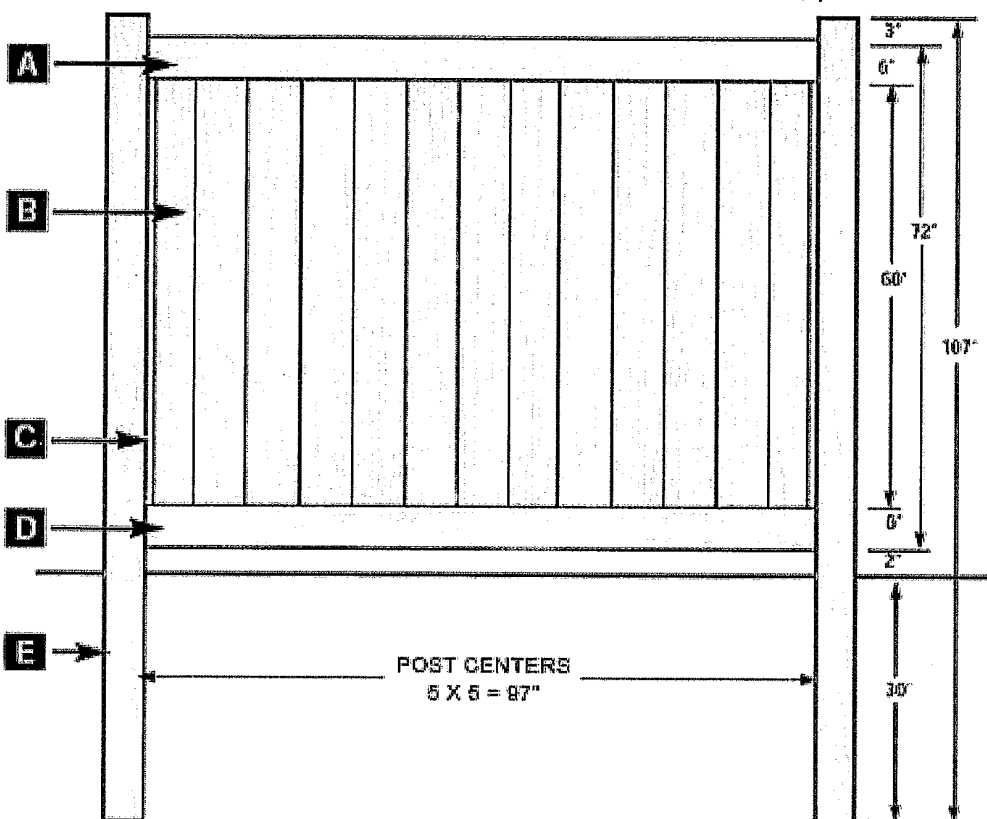


# Fence Specifications

A solid vinyl fence will be installed along lots 115, 138, and 146 -160 adjacent to Existing and Future Development. The color will be tan to match the RhinoRock Wall. The fence shall be installed as part of the lot improvements.



• Color: Tan



- A: Top Rail
- B: Pickets
- C: End Channel
- D: Bottom Rail
- E: Post (in-ground)