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INTEGRATED TITLE INS. SERVICES  
BY: eCASH, DEPUTY - EF 23 P.

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SOUTH JORDAN HIGH POINTE P.U.D.**

This Amendment to the Declaration of SOUTH JORDAN HIGH POINTE P.U.D., is made and executed by J and K Investments, LLC, a Utah limited liability company, (the Declarant).

**RECITALS**

Whereas, the original Declaration of COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH JORDAN HIGH POINT P.U.D., was recorded May 10, 2006 as Entry No. 9719762, in Book 9292 at Page 4521 of the Official Records (the Declaration).

Whereas, the Declarant is the fee simple owner of record of the real property described with particularity of Exhibit "A", attached hereto and incorporated herein by this reference.

Whereas, the Declarant desire to amend the Declaration and is hereby amended to correct the name on the original Restrictions shown above, to COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH JORDAN HIGH POINTE P.U.D.

Also

Whereas, the Declarant desire to amend the Declaration and is hereby amended to add the following new Section:

"South Jordan City shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event South Jordan City exercises this right, the City shall be entitled to recover any associated costs, and attorney fees. In addition, the owners within this project, by virtue of purchasing a dwelling unit within this development, give South Jordan City the right but not the duty to form, under State statutes, a Special Service District (SSD) for the purpose of ongoing maintenance or a Special Improvement District (SID) for the purpose of making needed improvements within the project. The City may take this action when either asked to take over improvements or maintenance tasks by the Home Owners Association, or by an owner. The City Council may also take one or both of these actions when it determines the need based on a historical pattern of a lack of care and maintenance. The Governing Body of any such district formed, as stated in this paragraph, shall consist of the South Jordan City Mayor, City Council and the Home

Owners Association President of the project. The section shall not be amended or deleted without the approval of the City of South Jordan."

Also:

Whereas, the Declarant desire to amend the Declaration and is hereby amended to add the following new Section, entitled "Design Guidelines for: South Jordan High Pointe Volume II", attached hereto and made apart hereof.

J and K Investments, LLC, a Utah Limited Liability Company

By: [Signature]  
Jason L. Holt, Member

Approved by:

CITY OF SOUTH JORDAN

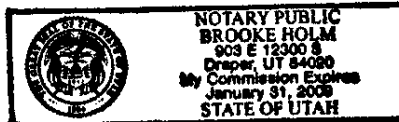
By: [Signature]

Approved as to form:

[Signature]  
City Attorney

State of Utah

County of Salt Lake



On the 7<sup>th</sup> day of December, 2006, personally appeared before me Jason L. Holt, Member of J and K Investments, LLC, a Utah Limited Liability Company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same by authority.

[Signature]  
Notary Public  
Residing at: Salt Lake City, UT.  
My Commission Expires: Jan. 31, 2009



Approved as to form:

*John A. Beckman*  
City Attorney

Design Guidelines  
for:

**South Jordan  
High Pointe**

**Volume II**

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# **South Jordan High Pointe**

## ***Design Guidelines***

*Congratulations!*

By reading the Design Guidelines (Volume II) and the Covenants, Conditions and Restrictions (Volume I), we assume that you are considering or have already purchased a home or home site in South Jordan High Pointe P.U.D. The property consists of high quality, semi custom homes designed in conjunction with and specifically for the various building lot configurations of the project. Homes in South Jordan High Pointe make maximum use of land space to provide all desirable elements usually associated with homes built on larger land parcels. The resulting effect is a high quality community, efficient in land use with less maintenance requirements and excellent value without sacrificing your lifestyle needs. The Corridor Park and trail along the Welby Jacobs canal will provide South Jordan High Pointe residents access to a large scale network of trails and walkable community amenities in the South Jordan City master plan.

Other benefits besides the panoramic vistas of the Wasatch Front Rocky Mountains and the city trail systems are the proximity to everything via Bangerter Highway or the 1-15 freeway. Light rail is slated to connect to the area as well. This location is in close proximity to some of the areas newest and highest quality commercial developments. The convenient location to so many shopping, dining and entertainment choices make buying a home at South Jordan High Pointe a sound financial investment, now and for years to come.

The Design Guidelines together with the Restrictive Covenants (Volume I) delineates the objectives of the developer. This goal was to create an atmosphere of *upscale new homes* on building lots that obtain the greatest use of land for maximum value and efficiency. In the early 1950's, the Rushton family began to assemble this land. Unknown to them at the time, this property is destined to become the premier convenience oriented residential community in the state...

*Welcome to South Jordan High Pointe*

# **South Jordan High Pointe Design Guidelines**

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## **1. INTRODUCTION**

The following Design Guidelines describe the considerations that the Design Review Committee will apply in reviewing the site planning, architectural design, and landscaping plans for your new home in South Jordan High Pointe. They also detail the Construction Regulations that your builder must observe while your home is under construction. Then, they set out the exact procedure that should be followed during the Design Review process. Finally, they explain the composition and operation of the Design Review Committee itself.

There are a few general points you should keep in mind when reading these Guidelines. First, remember that the Design Review Committee's responsibility is to accommodate creativity and appropriateness of home design while maintaining standards of quality and integrity. To do this best, these Guidelines set out generally broad indications of goals and objectives, combined with some clear prohibitions and requirements. This approach has left a relatively large area open for the Design Review Committee's judgment. In exercising that judgment, the Committee will use its best efforts to make decisions in keeping with the design objectives. Hopefully, there will be very few disagreements and you will understand the difficult balances with regards to the decisions that must be made. But please let the Committee know your thoughts, because the objective is to build a community of which you are tremendously proud.

Second, you will notice many capitalized terms in these Guidelines. Any of those terms which are not at the beginning of a sentence or a proper name represent terms which are defined in the Declaration of Covenants, Conditions, and Restrictions (the Declaration or Volume I) for South Jordan High Pointe which have been made part of this document by reference. If you are in any doubt as to the exact meaning of those terms, check the Declaration for a formal explanation.

Third, all applications and interpretations of these Guidelines should be made in a reasonable manner. Therefore, when you see words like "as much as possible", or "if at all possible", please keep in mind that they mean "as much as possible", within reason.

## **2. SITE PLANNING**

Climate, vistas, and building lot configuration at South Jordan High Pointe have all contributed to shaping these Guidelines for design of improvements to home sites within the community. The following Guidelines are intended to ensure an environmentally sound and aesthetically pleasing development in South Jordan High Pointe, in harmony with the needs and desires of today's discriminating new home buyers.

## **A. VIEWS**

South Jordan High Pointe is set in a beautiful environment with vistas of the surrounding mountains and the Salt Lake Valley, with trailheads and Parks that are planned to interact with neighboring developments and the community as a whole. When planning your home, care should be taken to optimally integrate the home into the streetscape of the community, and to situate the building and windows to harmonize with neighboring homes while taking advantage of the views. At the same time, care should be taken to provide screening to filter views from the public areas back to the house and its service areas.

Because of the importance of the interaction of the homes to the various building lots and the homes immediately surround them, the Design Review Committee shall predetermine which home designs may be built on which lots, and how such homes will be situated on the lot.

## **B. BUILDING ENVELOPE**

The building envelope is detailed on the plat and part of each site within which, the home and any deck structures must be located. The specific building envelope for each site has been determined by the Design Review Committee.

## **C. SITE PREPARATION, GRADING AND DRAINAGE**

The goal of the land planners at South Jordan High Pointe has been derive full use of available land space to benefit of each home owner and the community as a whole. These goals should be carried through to all levels of development, including individual home sites. Proper attention should be placed on drainage between and around the homes. Consideration should be taken as to how the elevations and grades interact with surrounding structures. All lots shall include a five foot drainage easement on the sides and rear of the property to allow for run off to flow in accordance with the master drainage plan. Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed of natural materials properly placed for positive operation of the drainage system.

Structures that are artificial in appearance, such as an exposed drainage pipe, must be avoided. Erosion is to be controlled in all circumstances. Special care must be taken during construction to protect and retain any exposed earth.

## **D. ACCESS DRIVES**

Access drives in many cases will have a significant impact on the site, as seen from the road. Consequently, care should be given to the planning and design of access to your home. Each lot may be accessed only by a driveway with a single cut into the roadway (unless otherwise approved by the DRC). The graded or paved surface of an access drive may not exceed 30 feet in width where it crosses the road right-of-way and the front setback of the lot. Any material for the proposed driving surface other than concrete, are subject to approval by the Design Review Committee. Stamped and or colored concrete driveways or borders are

encouraged to add interest and diversity to the community.

Driveway and parking area materials close to the home may vary as they relate to individual architecture, but should always maintain a finished quality. Drainage across or under driveways, where required, should be integrated into the design of the drive or apron.

### **E. ON-SITE PARKING**

Each site must have an enclosed garage for at least two cars, emphasis should be made in home design to provide for additional third car garage or storage behind the conventional two car garage in a "tandem parking configuration". This option allows homeowners adequate storage space for vehicles and recreational vehicles while minimizing garage dominance of the architecture and streetscape. Some lots are designed specifically to hold traditional third car garages (located to the side of the two car garage). It is preferred that only those lots utilize that garage configuration. An additional area for at least two guest parking spaces shall be provided, typically in the driveway or the area between the driveway and the side property line. Parking of any vehicle within the front yard setback areas, motorized or not, such as: trailers, boats, motor homes, or large recreational vehicles, etc. on any site overnight is prohibited. Inoperable or vehicles in the process of being restored are only allowed inside garages.

Absolutely no overnight on street parking will be permitted in South Jordan High Pointe by the Owner, their lessees or guests. Any vehicle that is parked on the street for a period of 32 hours will be towed to a storage garage at the Owners expense.

### **F. PAVING**

It is the goal at South Jordan High Pointe to limit the impervious cover of the ground to the optimum area commensurate with the needs of access and gracious living. Excessive areas of pavement will be discouraged. Paving materials for driveways, paths, steps, patios, and other areas should have a dull-non-reflective surface and must be earth tones that blend well with the natural surroundings.

### **G. FENCES AND WALLS**

Fencing shall play an integral role in defining public and private outdoor space for the South Jordan High Pointe community. In an effort to promote consistency and uniformity, all home sites shall be required to have 6' tan, vinyl, privacy fence down the sides and along the back of the property. If fencing between the house and the side yard fence is installed it should match in materials and color to the other fencing.

Chainlink or wire fencing is strictly prohibited, unless completely screened from public view. The only exception wherein chainlink fencing would be allowed is for the use to contain a pet area also screened from public view.

Special care and consideration to maintain a private rear yard atmosphere should be



used. The Committee will not allow any home sites to go without fencing in the rear and side yard setback areas unless established as necessary by the committee in its sole discretion.

\*A fence permit must be obtained through the South Jordan City planning department.

## **H. TERRACES AND DECKS**

Outdoor living will certainly be one of the great pleasures of having a home at South Jordan High Pointe. The nature and topography of the home sites together with the views will influence the location of on-grade lower level entrances to yards, terraces, and elevated decks. Yards and terraces should be designed to be an extension of the architecture while also responding to the homesite's contours. The landscape should provide a key element in a comprehensive design that integrates the man-made features with the natural terrain.

Great care must be taken to aesthetically consider the finish of decks and terraces, especially with regards to railings. When exposed to the public view and where the vertical distance from the underside of a ground floor deck structure (along its perimeter edge) exceeds 36 inches above finish grade below, it is recommended that the deck be skirted with wood siding, manufactured decking material, or other finish. In all cases, great care must be taken to support the deck with elements of sufficient visual substance that they appear to be architecturally integrated with the residence itself. Style, color and materials that are used on the home itself must also be utilized for decks, skirting, or terraces.

\*Any projection constructed, such as a deck or covered patio, is to comply with RM zoning regulations of South Jordan City.

## **I. SWIMMING POOLS AND SPAS**

The size, shape, and siting of swimming pools and spas, if any, must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house, including style, color and materials and other structures through the use of walls or courtyards so that they appear to be a visual extension of the home. Such enclosures are to be a minimum of 6' away from the foundation of the home. Metal or other type of above ground pools and inflatable "bubble" covers are unacceptable.

## **J. EXTERIOR LIGHTING**

Outdoor lighting will be carefully reviewed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities and security must be directed downward and be only bright enough to provide for the safe traverse of steps and paths. Subtle lighting of architectural elements will be encouraged. Exposed light sources are discouraged in favor of softer downlighting that reduces glare and better lights the surfaces of roads and walks and certain landscaped elements within the homesite.

## **K. STORAGE STRUCTURES**

All accessory storage shall be located within enclosed buildings. Temporary storage of materials for construction in progress on the premises shall be accepted. All accessory buildings shall be constructed in the same architectural style, color, and materials as the main dwelling and shall adhere to the required setbacks and shall not be larger than 25% of the rear yard area.

\*Residents are required to obtain a permit from South Jordan City planning and zoning department for storage structures.

## **3. ARCHITECTURAL DESIGN**

The following architectural standards have been developed in response to aesthetic goals and environmental considerations at South Jordan High Pointe.

### **A. STYLE**

The look of the project is paramount with the objective of capturing part of the traditional look found in certain areas of Salt Lake County. Although, we understand the designs and floor plans you choose will still consist of the benefits constructed in today's modern plans. There is not one specific architectural style that is required at South Jordan High Pointe, but craftsman and mountain rustic styles are encouraged. Such styles often integrate copper, timber, stone, brick and board and bat or lap siding of painted wood or masonry material. As per South Jordan City ordinances homes must have an equivalent of 2x the perimeter of the foundation of masonry material. Certain architectural styles, while having a beauty of their own, would distract from the objective of South Jordan High Pointe. Examples of such inappropriate styles are subterranean, contemporary, ultra modern, all glass type homes, and experimental or radical building designs that are not in keeping with the character proposed for South Jordan High Pointe.

### **B. DESIGN REPETITIONS**

No two home of the same design shall be constructed side by side or directly across the street from each other. If two of the same home design are to be constructed on the same street within four lots of each other on either side of the street. It shall be required that the two homes have significantly different architectural elements in their front elevations and color schemes. If the two homes are more than four houses apart but still on the same street and within view of each other, they must have differentiating color schemes.

### **C. DESIGN GUIDELINES**

No single story dwelling shall be erected or placed on any lot in the subdivision wherein the ground floor space in said dwelling contains less than 1,400 square feet, excluding the garage, porch, balcony, patio, and deck. If the home design includes garage space in excess

of 450 square feet, half of the amount of space over 450 square feet may be counted towards the square footage requirement of the home.

Two story dwellings shall have at least 1000 square feet on the ground floor level, exclusive of garage, porch, balcony, patio, and deck with the combined square footage for both floors not less than 1,500 square feet. If the home design includes garage space in excess of 450 square feet, half of the amount of space over 450 square feet may be counted towards the square footage requirement of the main floor of the home.

Split entries, bi-levels splits, tri-levels, and one and a half story homes, etc., shall be reviewed and defined by the Design Review Committee as to the square footage requirement.

#### **D. HEIGHT OF STRUCTURES**

No home may exceed 35 feet in height at the highest point of its roof. This is defined as the vertical distance between the top of the roof and the finished subdivision grade, at any given point of the building coverage. In the event that this provision is different than that of the South Jordan City Ordinances, then the South Jordan City ordinances shall prevail.

#### **E. ROOFS**

Visually, the roof is one of the most important elements in the overall building design. Materials allowed will be architectural grade shingles, fire retardant wood shake, slate, or tile. Roof colors shall be earth tones or black. White, bright and reflective materials are prohibited from roofs with the exception of small copper accents. The use of major rooftop elements such as dormers, chimneys, or skylights, if any, should enhance the form of the roof and appear to be an integral part of the roof, not an appendage. The minimum pitch ratio for the roof for all homes shall be 6/12. In the event that the pitch ratio creates a hardship on a homesite, the Design Review Committee shall have the right to approve a variance to this provision.

#### **F. FOUNDATIONS**

The foundation walls on wood stem walls that connect the house to the ground, particularly on sloped sites, can be just as important as the roof in their impact on the overall design and on the relationship of the home to the surroundings. Therefore, design and material selection for this important element should be adequately planned and budgeted for. Whatever the material, it should be an extension of other elements such as walls or terraces and not accentuate a break between them.

Visible surfaces of concrete masonry on concrete foundation walls and piers may not exceed 36 inches above finish grade unless they are faced with approved exterior materials.

#### **G. GARAGES**

Each residence must have an enclosed garage for at least two cars with minimum outside dimensions of 22' deep by 22' wide. Carports, unless incorporated into the architectural aspect of the attached garages of any kind are prohibited. Great care must be taken to design garage openings to be as subtle as possible. To discourage the "all garage door look" a distance of two feet should offset side situated third car garages. It is required that front facing garage doors be of a type with architectural enhancements complimentary to the home - such as carriage style. Front Garage protrusion shall not exceed eight feet.

## **H. EXTERIOR MATERIALS**

The exterior construction of the residence should generally consist of natural materials that blend and are compatible with earth tones. Colors that are permitted will be grays, browns, greens, tans and other earth tones. White or bright colors shall be limited to window casings, doors, eaves and other trim areas.

The exterior construction materials that will be required will be in accordance with the South Jordan City ordinance of two times the perimeter of the foundation equals the area in square feet requiring either stone or brick. All windows surrounded by stucco shall have a six inch stucco trim mold around them. Additional elements of solid board siding are encouraged or may be required at the future discretion of the design review committee. No aluminum or vinyl siding will be allowed.

## **I. WINDOWS AND SKYLIGHTS**

Windows and skylights must not be highly reflective, nor may their frames consist of highly reflective material.

## **J. BUILDING PROJECTIONS**

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspout, utility boxes, porches, railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the Building Envelope.

## **K. SOLAR APPLICATIONS**

Passive solar designs are encouraged. Active solar applications can result in excessive glare and reflection, and will only be approved by the Design Review Committee if the hardware is integrated into the structure or landscaping of a lot and screened from public view.

## **L. PREFABRICATED BUILDINGS**

No building that is constructed off-site and requires transportation to any lot, whole or in

partial assembly will be permitted without the written permission from the DRC. This includes stock modular buildings or any other structures requiring transportation and set up in a partially completed state. No mobile homes will be permitted to be placed or stored on any building Lot.

#### **M. CHANGES OR ADDITIONAL CONSTRUCTION**

The Design Review Committee must first approve all changes or additions to the approved plans before, during, or after construction.

### **4. LANDSCAPING**

The primary objective for landscaping at South Jordan High Pointe is to enhance the community by simultaneously creating uniformity and individuality. The following are specific guidelines for landscaping of homesites intended to implement these goals.

#### **A. CULTIVATED AREAS**

Front yards, corner side yards, back yards, and interior yards shall be completely landscaped and maintained except for driveways, walkways, patios, and decks. All other areas shall be either landscaped or revegetated. Gardens shall be kept weed free.

#### **B. UNDEVELOPABLE AREAS**

Native and drought tolerant plant species established in undevelopable areas may be enhanced by irrigation and supplemental planting.

#### **C. LANDSCAPE PLANS**

Before the installation of any landscaping and its related underground sprinkler system begins, a specific plan for the landscaping and the underground sprinkler system must be submitted and approved by the Design Review Committee. The Landscape Plan is recommended to be submitted with the initial site plan application meeting.

#### **D. COMPLETION OF LANDSCAPING**

Installation of all required landscaping (including front and rear yards) shall begin no later than one month after the date that the main structure on property is ready for occupancy or alternatively the final inspection by South Jordan City, except that if the occupancy date is between October 15th and the following April 1st, installation of the landscaping shall begin no later than April 30th. Landscaping shall be substantially completed within nine months after the date the primary structure is ready for occupancy. Front yard landscape must include a minimum of one 2" caliper evergreen or 1 1/2" caliper Japanese maple and six five gallon shrubs. Planting

beds, landscape boulders and water feature are encouraged with design review approval.

#### **E. OUTDOOR FURNITURE**

Outdoor furniture and accessories may not infringe within the setbacks and must be properly maintained.

#### **F. OUTDOOR ORNAMENTATION OR STATUARY**

Placing, erecting, constructing, or allowing any permanent unnatural or man made ornaments, signs, statuary, pink flamingos, relics, flagpoles, machinery, equipment, basketball backboards, game poles, and nets, or other such items which are unattached to approved structures are prohibited unless the same are included and made a part of a landscape plan submitted to and approved by the Design Review Committee.

#### **G. PARK STRIP TREE PLANTINGS**

Each owner of a Lot prior to occupancy must plant trees in the park strip every 25' on center (excluding driveway approaches). The species will be a Sycamore Maple measuring 2" caliper at the base. If the lot has no adjacent park strip than the same trees shall be planted every 25' at 3' away from the curb so as to provide a balance of trees on both sides of the street.

### **5. CONSTRUCTION REGULATIONS**

In order to insure that the natural landscape of each lot is preserved and the nuisances inherent to any construction process are kept to a minimum, the following will be enforced during the construction period of all Owners improvements at South Jordan High Pointe.

#### **A. BUILDING LOT**

All building materials, construction debris, and excess dirt shall be placed on that building Lot. All debris and trash shall be placed in a receptacle and removed at least weekly. Any excess soils from the excavation of the homes basement shall be prohibited to be placed in the front setback areas as it may interfere with the construction of the subdivision or the installation of its public utilities.

#### **B. DUST AND NOISE CONTROL**

The builder or Owner shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is result of their construction activity on or adjacent to their lot.

## **C. CONSTRUCTION AND INSURANCE REQUIREMENTS**

All contractors, and Owners shall hold South Jordan High Pointe, L.L.C., J and K Investments L.L.C., Wasatch homes L.L.C., with any of it's associate companies and the Association harmless from any general liability, automobile liability, and workman's compensation from any activity occurring at South Jordan High Pointe P.U.D.. Such insurance and a certificate shall be presented upon demand by any of the above mentioned entities or the Association.

## **D. CONSTRUCTION AND OTHER RELATED DEBRIS**

All Lot owners, including after the home is occupied, shall never dispose of construction debris, grass clippings, garbage or any other discarded item into the Open Space areas, construction dumpsters servicing other construction sites or vacant lots. In the event that the Owner does discard such items, the Homeowners Association shall have the right to dispose of the discarded items and then assess the Owner for the expenses incurred according to the methods available as stated in the terms and conditions as stated in the Declaration.

## **E. SURFACE WATER RETENTION ON LOTS**

All Owners and Contractors acknowledge that all water generated from within the Lot shall be responsible to provide a final grade for the Lot so as to contain its storm water together with all other water sources on their Lot or towards the drainage easements.

# **6. DESIGN REVIEW PROCEDURES**

In order to establish a framework for periodic review and comment on each residence as it proceeds through the design development and review process, the following procedures have been established for the Design Review Committee. Plans and specifications shall be submitted to the Design Review Committee in accordance with the following conditions.

## **A. PRE-DESIGN CONFERENCE**

Prior to preparing plans for a proposed home, the Owner or the Owner's builder or architect should meet with a representative of the Design Review Committee to discuss proposed plans and to answer any questions regarding building requirements at South Jordan High Pointe. The purpose of this informal review is to obtain guidance from a Committee member concerning the sensitivities of the lot.

## **B. DESIGN SUBMITTAL**

When the preliminary lot/home design is complete, plan submittal must include all of the following and must be presented in the following formats. Two sets of blueprint size plans in 11"

x 17" format or larger and at a scale appropriate to such size presentation. One set will be returned to the applicant once the plans have received final design approval. One set will be retained by the Design Review Committee. No review will commence until the submittal items listed below is complete:

- (1) An overall view of the proposed improvements.
- (2) The location of said improvements and exterior lighting upon the lot which it or they will be placed or constructed and the location of the proposed improvements relative to other improvements on said lot.
- (3) Floor plans of each floor level.
- (4) The basic structural system of the improvements and the materials to be used in the construction thereof
- (5) Exterior elevations.
- (6) Provisions for fencing, driveways, and temporary and permanent parking of vehicles and outside storage.
- (7) Landscaping plan for the lot.
- (8) Exterior materials and colors.
- (9) Existing topography, proposed grading, retaining walls and site drainage.
- (10) Roof mounted and ground mounted mechanical equipment including, without limitation, swamp coolers, air conditioning equipment, equipment, vents blowers, etc.
- (11) Satellite or other antennas.
- (12) Any other pertinent or related improvement to the property that is being proposed.

### **C. DESIGN REVIEW**

The Design Review Committee will review the plans described in Section B above and will respond within 20 days after the review, but no later than 30 days after a submittal is complete. The Committee has the right to charge a fee for this review and if one is required it must be submitted with the plans.

### **D. DEFERRAL OF MATERIAL OR COLOR SELECTION**

An applicant may wish to delay the confirmation of landscaping plans and final color selections until some point in time after the start of construction in order to better visualize landscape considerations or to test an assortment of potential colors with actual materials intended for use. The Design Review Committee will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color material applied, until such time as the Committee has had the opportunity to review and consent to the final selections. The re-submittal must occur before the placement of any orders for materials in order to avoid potential restocking costs in the event of denial of the submitted item(s). Any Final Design Approval shall be conditional on the Owner obtaining Design Review Committee approval of any materials or colors on which approval was deferred at the time of the Final Design Submittal. Application of any material, coating or finish without the requisite re-submittal to the Design Review Committee shall have the effect of voiding the Final Design Approval in its entirety.



## **E. SITE INSPECTION**

As soon as the submission is complete, a representative of the Design Review Committee will inspect the site to determine that the conditions as depicted in the Final Design Submittal are accurate and complete.

## **F. RE-SUBMITTAL OF PLANS**

In the event of any disapproval by the Design Review Committee of either a preliminary or a final submittal, a resubmission of plans should follow the same procedures as the original submittal.

## **G. COMMENCEMENT OF CONSTRUCTION**

Upon receipt of final approval from the Design Review Committee, and satisfaction of all governmental review processes, the Owner shall satisfy all conditions and commence the construction of any work pursuant to the approval plans within one year from the date of such approval. If the Owner fails to begin construction within this time period, any approval given shall be deemed revoked. The Owner shall, in any event, complete the construction of any improvement on his lot within 20 months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, floods, national emergencies or natural calamities.

If the Owner fails to comply with the schedule, the Design Review Committee shall authorize the Association to either have the exterior of the improvement completed in accordance with the approved plans or remove the improvement, with all expenses incurred to be reimbursed to the Association by the Owner or face the Associations allowable alternatives.

## **H. INSPECTIONS OF WORK IN PROGRESS**

The Design Review Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Design Review Committee of work in progress or compliance with these Design Guidelines.

## **I. SUBSEQUENT CHANGES**

Additional construction or other improvements to a residence or lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Design Review Committee for approval prior to making changes or addition.

## **J. NON WAIVER**

The approval by Design Review Committee of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the development standards shall not constitute a waiver of same.

#### **K. RIGHT OF WAIVER**

The Design Review Committee reserves the right to waive or vary the procedures as set forth herein at its discretion.

#### **L. EXEMPTIONS**

Utility and maintenance buildings and other structures located on non-residential tract are exempted from the "Architectural Design Standards" portion of this document. However, the Design Review Committee will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

#### **M. RELATIONSHIP WITH ASSOCIATION**

The Design Review Committee shall serve as an agent of the Association concerning the review, enforcement, and other matters described in these Guidelines. All funds held or disbursed from payments of fines, and/or payment or reimbursements of expenses through enforcing the compliance with these Guidelines will be held and/or paid from the account of the Association and will, in all instances be the property of the Association.

### **7. DESIGN REVIEW COMMITTEE**

#### **A. MEMBERS**

The Design Review Committee shall initially consist of three members. Each member shall hold his or her office until such time as he or she has resigned, or been removed, or his or her successor has been appointed as set forth herein.

#### **B. SELECTION OF MEMBERS**

Members of the Design Review Committee shall be selected as provided in the Declaration of Covenants, Conditions and Restrictions for South Jordan High Pointe, which have been recorded prior to the sale of each lot in South Jordan High Pointe. Said Declaration of Covenants, Conditions and Restrictions for South Jordan High Pointe have been herein previously been made part of the Design Guidelines by reference.

### **C. RESIGNATION OF MEMBERS**

Any member of the Design Review Committee may, at any time, resign from the Design Review Committee upon written notice delivered to the Association.

### **D. DUTIES**

It shall be the duty of the Design Review Committee to consider and act upon such proposals or plans related to the development of homes that are submitted pursuant to the Design Guidelines, to enforce these Design Guidelines, and to amend these Design Guidelines when, and in a manner deemed appropriate by the Design Review Committee.

### **E. MEETINGS**

The Design Review Committee shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act of the Design Review Committee and shall keep on file all submittals and copies for a period not to exceed 18 months from date of submission of all written responses to Owners to serve as a record of all actions taken.

### **F. COMPENSATION**

All Design Review Committee Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants and representatives of the Design Review Committee retained for assistance in the review process shall be paid such compensation as the Design Review Committee determines.

### **G. AMENDMENT OF DESIGN GUIDELINES**

Until the designated "turnover" date, the Design Review Committee may, from time to time and at its sole discretion, amend or revise any portion of these Development Guidelines. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Subsequent to the "turnover" date administrative charges may be made in like manner by the Design Review Committee. Changes of a substantial nature may be recommended by the Committee for consideration by the Board of Directors of the Association.

Each Owner is responsible for obtaining from the Design Review Committee a copy of the most recently revised Design Guidelines and the Declaration of Covenants, Conditions and Restrictions for South Jordan High Pointe.

### **H. NON-LIABILITY**

None of the members of the Design Review Committee, any member thereof, or the Declarant, shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

1. The approval or disapproval of any plans, drawings and specifications, whether or not defective.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.
3. The development, or manner of development, of any property within South Jordan High Pointe.

Every Owner or other person by submission of plans and specifications to the Design Review Committee for approval, agrees that he will not bring any action or suit against the Design Review Committee, any of its members, or the Declarant, regarding any action taken by the Design Review Committee.

Approval by the Design Review Committee of any improvement at South Jordan High Pointe only refer to South Jordan High Pointe Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government regulations. It shall be, but not limited to zoning ordinances and local building codes.

## **I. ENFORCEMENT**

The Design Review Committee may, at any time, inspect a lot or improvement and upon discovering a violation of these Design Guidelines, provide a written notice of noncompliance to the Owner, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the Design Review Committee or its authorized agents may enter the lot and correct the violation at the expense of the Owner of such lot. Said expense shall be the sole responsibility of the Owner and shall be secured by a lien upon such lot and enforceable in accordance with the Declaration of Covenants, Conditions, and Restrictions for South Jordan High Pointe. In addition, if the Design Review Committee is holding a Compliance Deposit from the Owner, funds from the Compliance Deposit may be used to satisfy, in whole or in part, the obligation of the Owner to pay such expense.

In the event of any violation of these Design Guidelines, the Design Review Committee may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. Such fine shall be paid and secured as provided above for other expenses for which the Owner is liable.

## **J. ASSOCIATION FEES**

South Jordan High Pointe concept is that of a public and private community. The Declaration of Covenants, Conditions and Restrictions for South Jordan High Pointe details that certain responsibilities must be dealt with and provided for the benefit of the residents of South Jordan High Pointe. Some of these responsibilities include street maintenance and snow removal,

garbage collection, and common area maintenance for the entire South Jordan High Pointe projects established entry ways, trailheads, parks and private trails that are owned by the Association and if necessary security.

The maintenance, improvement and security items will be contracted out to responsible private individuals or companies and then, the Association will subsequently assess the Owners for these services. The Owners of each lot that will be billed for these services annually or as the Association dictates and must be remitted within 15 days from receipt of same.

For a detailed description relating to the establishment and collection of Common Expenses and General Assessments through the Association, please refer to the Declaration of Covenants, Conditions and Restrictions for South Jordan High Pointe (Volume I).

#### **K. SEVERABILITY**

If any provision of these Design Guidelines, or any section, clause, sentence phrase or word, or the application thereof in any circumstance, is held invalid according to the laws of the State of Utah, the validity of the remainder of these Design Guidelines shall be constructed as if such invalid part were never included therein.

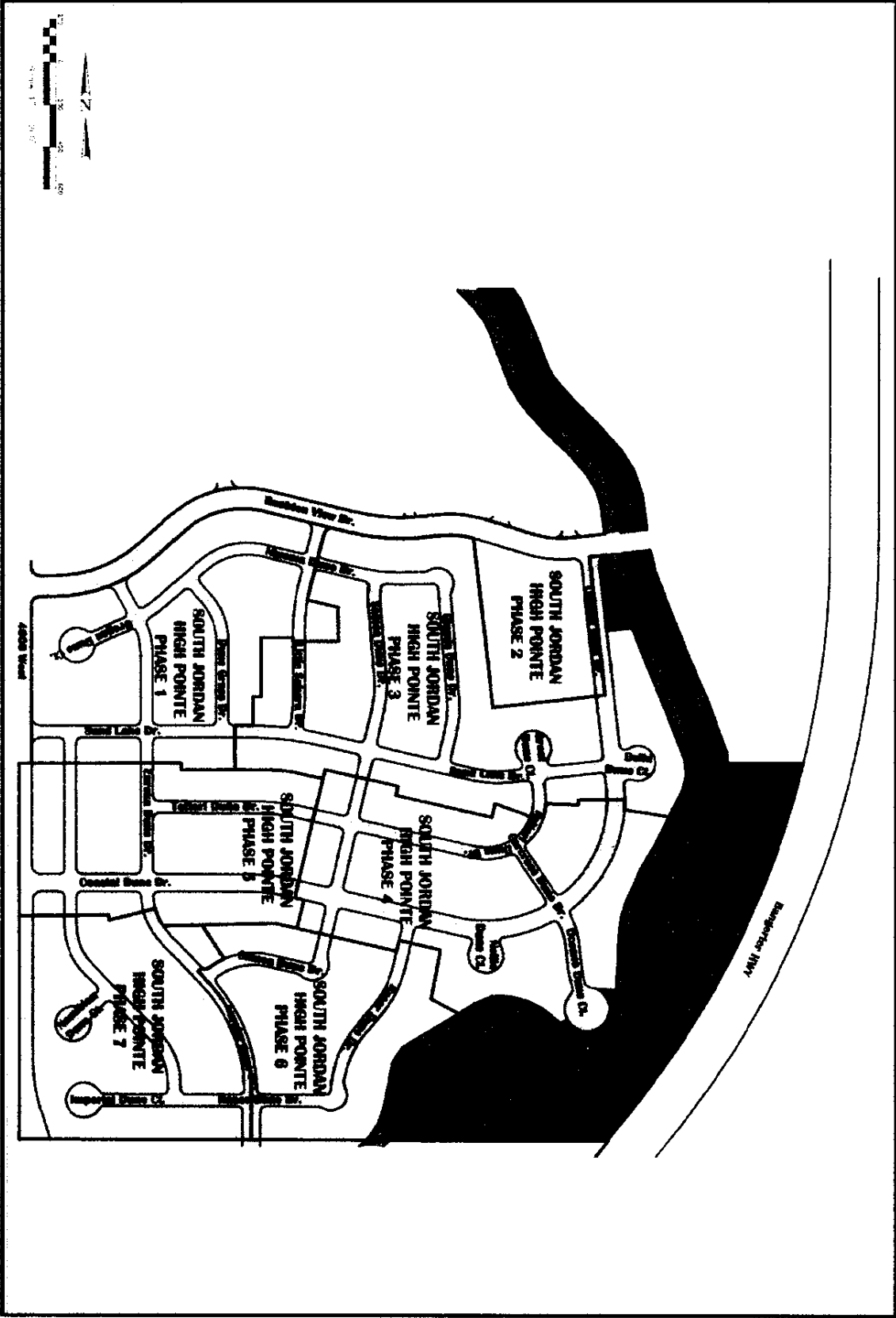


EXHIBIT <b>EXI</b>	<b>SOUTH JORDAN HIGH POINTE</b> <b>SUBDIVISION EXHIBIT</b> PHASES 1-7	 <b>Ward Engineering Group</b> <small>Planning • Engineering • Surveying</small> <small>1000 West 1000 North, Suite 100, Salt Lake City, UT 84119</small>	DESIGNER: <b>EXI</b> DRAWING: <b>EXI</b> CHECKED: <b>EXI</b> DATE: 10/17/08	CLIENT: <b>Z&amp;K DEVELOPMENT</b> PROJECT: <b>SJP Exhibit 1.dwg</b> JOB No: <b>WASA702</b> <small>© 2008 Ward Engineering Group, Inc. All rights reserved. No part of this drawing may be reproduced without the written permission of Ward Engineering Group, Inc.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">BY</th> <th style="width: 10%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td></td> <td>REVISIONS</td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION	1			REVISIONS	2				3				4				5			
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Parcels B and C, Lots 401 – 458, inclusive of South Jordan High Pointe Subdivision  
P.U.D., according to the official plat thereof on file and of record in the office of the Salt  
Lake County Recorder.

27-17-351-013-0000	27-17-352-003-0000	27-17-354-008-0000	27-17-358-001-0000
27-17-351-014-0000	27-17-352-004-0000	27-17-354-009-0000	27-17-357-002-0000
27-17-351-015-0000	27-17-352-005-0000	27-17-354-010-0000	27-17-357-001-0000
27-17-351-016-0000	27-17-352-006-0000	27-17-353-009-0000	27-17-356-001-0000
27-17-351-012-0000	27-17-352-007-0000	27-17-353-008-0000	27-17-376-001-0000
27-17-351-011-0000	27-17-352-008-0000	27-17-353-007-0000	27-17-377-001-0000
27-17-351-010-0000	27-17-352-009-0000	27-17-353-006-0000	
27-17-351-009-0000	27-17-355-001-0000	27-17-353-005-0000	
27-17-351-008-0000	27-17-355-002-0000	27-17-353-001-0000	
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27-17-351-004-0000	27-17-354-005-0000	27-17-358-004-0000	
27-17-352-001-0000	27-17-354-006-0000	27-17-358-003-0000	
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