

11989107  
2/9/2015 9:00:00 AM \$285.00  
Book - 10294 Pg - 3578-3622  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 45 P.

After Recording Return To:  
SEB Legal  
2225 East Murray Holladay Road, Suite 111  
Salt Lake City, UT 84117

**SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTH JORDAN HIGH POINTE PUD**

**THIS DECLARATION OF PROTECTIVE COVENANTS FOR SOUTH JORDAN HIGH POINTE PUD (“Declaration”)**, is made and executed the date set forth below, by the South Jordan High Point Homeowners Association, a Utah corporation (“Association”).

**RECITALS**

A. This Declaration supersedes and replaces in its entirety the previously recorded Amended and Restated Declaration recorded as Entry No. 10468704, Book 9623, Pages 1395-1459, in the Salt Lake County Recorder’s Office and any amendments thereto (“Original Declaration”).

B. The Association represents the owners of the real property described in **Exhibit A**, excepting any property dedicated to the local government, which is attached hereto and is incorporated by reference.

C. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

D. The Owners and Declarant have approved a dissolution of the Association. The City of South Jordan has agreed to accept title to and responsibility for the common areas that existed under the original plan. Neither the Owners who approved this Declaration nor Declarant intends for the Project to have an association of owners or that owners be required to pay assessments to an association. This document is intended to only set forth architectural and use restrictions to keep the Project in an aesthetically pleasing condition and to eliminate undesirable uses of the Project.

E. As required by Article XV, Section 15.2 of the Original Declaration, Owners of not less than 75% of the total number of Lots within the Properties and Declarant have approved of this Amendment.

F. The Association Bylaws were attached as an Exhibit to the Original Declaration. A majority of all classes of members have approved the amendment and repeal of the Bylaws.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Declarant and Association Directors hereby execute this Declaration of Protective Covenants, for and on behalf of all of the Owners.

## ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

### ***Section 1.01 Builder***

Any person or entity which purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such entity's/person's business.

### ***Section 1.02 Community Wide Standard***

The standard of conduct, maintenance, design or other activity generally prevailing throughout the Project.

### ***Section 1.03 Declarant***

Declarant shall mean and refer to J and K Investments, LLC, a Utah corporation, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public purchasing Lots for private use.

### ***Section 1.04 Declaration***

Declaration means this Declaration of Protective Covenants, as amended from time to time.

### ***Section 1.05 Design Guidelines***

The design and construction guidelines applicable to the Project attached as **Exhibit C** and amended from time to time according to the procedure set forth in Article IV.

### ***Section 1.06 Dwelling***

Dwelling means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

***Section 1.07 Family***

Family shall mean and refer to Family as defined by the local zoning ordinance.

***Section 1.08 Improvements***

Improvements means every structure or improvement of any kind, including but not limited to landscaping required under the Declaration and any Dwelling, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Project (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

***Section 1.09 Lot***

Lot means a subdivided parcel, lot or plot of ground as designated on the Plat.

Lot shall also include mechanical equipment, ducts, pipes, and appurtenances located outside the Lots boundaries but designated and designed to serve only the Lot, such as all pipes, wires, conduits, or other public utility lines or installations serving only the Lot.

***Section 1.10 Owner***

Owner means the person or entity owning any Lot (including the holder of a buyer's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

***Section 1.11 Plat***

Plat means the plat maps on file with the Salt Lake County Recorder for South Jordan High Pointe Phase 1 P.U.D., South Jordan High Pointe Phase 2 P.U.D., South Jordan High Pointe Phases 4 & 5 P.U.D., which are on record as of the date this Declaration is recorded. Plat also means the plat maps for future phases 3 and 6, if annexed. Plat does not mean the maps for South Jordan High Pointe P.U.D. Phases 7, Plats A and B.

***Section 1.12 Project***

Project means all of the land described in attached **Exhibit A**, excepting any property dedicated to the local government, together with any such additional property as is subjected to this Declaration in accordance with Article II.

***Section 1.13 Resident***

Resident means any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

**ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION**

***Section 2.01 Property Subject***

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject

to this Declaration is located in Salt Lake County, Utah, and is described on **Exhibit A**, excepting any property dedicated to the local government.

All of the Project shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to improve the Project with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire upon the sale of the last Lot owned or to be annexed by Declarant is transferred to a non-Declarant entity.

### ***Section 2.02 Additions to Property***

- (a) Annexation of Property. The Declarant, its successors and assigns, shall have the unilateral right for 20 years from the date of the recording of this Declaration, or any amendment or supplement hereto, without the necessity for consent from the Owners, to bring additional property within the scheme of this Declaration as provided in this Article.
- (b) Method of Annexation. Declarant may subject any adjoining property, including the property listed in **Exhibit B**, to the Project to this Declaration by recording a supplemental declaration and plat map for each phase in the Salt Lake County Recorder's Office, Utah. The supplemental declaration shall extend the scheme of the Declaration to the property to be added and subject the property to be added to the Declaration. The described property shall thereupon become part of the Project. Upon the recording of a supplemental declaration and plat for a subsequent phase, Owners of property to be added shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Project.
- (c) General Plan of Development. Any property annexed under this Article shall conform to the general plan of development as shown on the Plat, but the plan shall not bind the Declarant,

its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

- (d) Limitation on Number of Lots. There is no limitation on the number of Lots which Declarant may create or annex into the Project or the number of phases by which property is annexed into the Project.

### **ARTICLE III. PROPERTY RIGHTS IN LOTS**

#### ***Section 3.01 Use and Occupancy***

Except as otherwise expressly provided in this Declaration, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Dwelling. Each Lot shall be bound by, and the Owner shall comply with the Declaration for the mutual benefit of the Owners.

#### ***Section 3.02 Easements Reserved***

In addition to the easements shown on the Plat or provided for under this Declaration or law, the following easements are hereby reserved for the benefit of the Owners:

- (a) **Utility Easements**. Public utility providers shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms of the Declaration, except for those improvements for which a public authority or utility provider is responsible.

#### ***Section 3.03 Easements Shown on the Plat***

Lots shall be subject to the easements shown on the Plat.

### **ARTICLE IV. ARCHITECTURAL CONTROL**

#### ***Section 4.01 General***

No Structure shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavating, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines promulgated pursuant to Section 4.03.

Any Owner may remodel, paint or redecorate the interior of structures on his/her Lot without approval. However, modifications to the interior of porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All Dwellings constructed on any portion of the Project shall be designed by and build in accordance with the plans and specifications of a licensed architect and approved by the Design Review Committee.

This Article shall not apply to the activities of the Declarant.

***Section 4.02 Design Review Committee***

Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the Design Review Committee. The Design Review Committee ("DRC") shall consist of any person or entity appointed by Declarant to serve on the DRC. The Declarant retains the right to appoint all members of the DRC who shall serve at the Declarants' discretion. The DRC may establish and charge reasonable fees for review of an application hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the DRC in having any application reviewed by architects, engineers or other professionals.

***Section 4.03 Architectural Standards and Guidelines***

The Declarant has prepared Design Guidelines for the Projects. The Design Guidelines as of the recording of this Declaration are attached as **Exhibit C**. In the event of an inconsistency between any provision of this Declaration and the Design Guidelines, the terms of this Declaration shall control.

The Design Guidelines contain general provisions applicable to all of the Lots, as well as specific provisions which vary according to land use and from one portion of the Project to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and Builders regarding standards of construction, repairs, remodeling, redecorating, modifications, additions or alterations. The Design Guidelines are not the exclusive basis for decision of the DRC and compliance with the Design Guidelines does not guarantee approval of any application.

Until the DRC has approved the initial design and construction of the Dwellings on all Lots, Declarant has the right to unilaterally amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not require modifications to or removal of structures constructed under previous versions of the Design Guidelines. There shall be no limitation on the scope of amendments to the Design Guidelines; the Design Review Committee is expressly authorized to amend the Design Guidelines unilaterally.

All construction, repairs, remodeling, redecorating, modifications, additions or alterations upon a Lot shall be completed in strict compliance with the Design Guidelines in effect at the time such activity begins unless the DRC has granted a variance in writing. So long as the DRC has acted in good faith, its findings and conclusions with respect to the appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final.

***Section 4.04 Procedures***

No activities within the scope of Section 4.01 shall commence on any portion of the Project until an application for approval of the proposed work has been submitted to and approved by the DRC. Such application shall be in the form required by the DRC and shall include plans and specifications (“Plans”) showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefore, and other features of proposed construction, as applicable. The DRC may require the submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the DRC may consider (but shall not be restricted to consideration of) the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the DRC may be based purely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as the DRC members change over time.

In the event the DRC fails to approve or disapprove in writing any application within 20 days after submission of all information and materials reasonably requested, the applicant may notify the DRC by certified mail, return receipt requested, at the address for such notices set forth in the current edition of the Design Guidelines, stating that no response has been received and that unless a written response is given at the address set forth in such notice within 15 days of the DRC’s receipt of the Owner’s notice the application shall be deemed approved.

A response shall be deemed given when deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed to the applicant, or upon receipt if given by any other means. However, no approval, whether expressly granted or deemed granted shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the DRC.

If construction does not commence on a project for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit the Plans for reconsideration. All work shall be completed within 20 months from commencement of construction unless the DRC expressly extends that time or a delay occurs by causes beyond the reasonable control of the Owner.

***Section 4.05 Variance***

The DRC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; (c) prevent the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

***Section 4.06 End of Declarant Control***

Once the initial construction of Dwellings on all Lots have been completed, the DRC will be dissolved and all future construction, repairs, remodeling, redecorating, modifications, additions or alterations to the exterior of Improvements shall be governed by the Design Guidelines in

effect at that time. The Owners may thereafter amend the Design Guidelines in the same manner as amending this Declaration.

***Section 4.07 Noncompliance***

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. If in violation of this Declaration, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work.

**ARTICLE V. RESTRICTIONS ON USE**

***Section 5.01 Use of Lots - Residential Use***

Each of the Lots in the Project is limited to residential use only. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions. Dwellings may be used for home based business, so long as the Resident obtains a business license, complies with the local zoning code for home based businesses, and the business operations are not obvious from outside the Dwelling.

***Section 5.02 Nuisances***

No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

- (a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;
- (b) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- (c) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore;
- (d) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- (e) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;



- (f) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;
- (g) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Project by other residents, their guests or invites;
- (h) Too much noise, except for legitimate construction and maintenance purposes, in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;
- (i) Too much traffic in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;
- (j) Allowing a pet to be unleashed while outside of the Dwelling or fenced backyard;
- (k) Continuous barking, meowing, or other animal noises; and
- (l) Allowing a pet to urinate or defecate on a neighboring Lot or failing to clean up immediately any feces deposited by a pet on a Lot or street.

***Section 5.03 Signs***

No signs or banners shall be displayed in the front yard except "For Sale" or "For Rent" signs not exceeding seven square feet in size. Holiday signs during holiday seasons and political signs during an active election cycle may also be displayed on the Lot as long as they are similar in nature to those normally displayed in residences located in single-family residential neighborhoods. This section shall not apply to any signs used by the Declarant or its agents in connection with the original construction and sale of the Lots.

***Section 5.04 Aerials, Antennas and Satellite Dishes***

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "Permitted Devices") shall be, to the extent a signal can be obtained, located on the rear of a Dwelling, so as not to be visible from the street.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained.

***Section 5.05 Storage and Parking of Vehicles***

Driving, parking, standing, and storing of motor vehicles and trailers in, on, or about the Project shall be subject to the following:

- (a) No commercial or oversized vehicles (more than 2 axles) shall be allowed to be parked or stored within the Project unless said vehicle is stored in the garage and the garage door is closed, inside an outbuilding, or for purposes of loading or unloading passengers or supplies (for a period of time not to exceed 24 hours).
- (b) No truck larger than 1-ton, trailer, or recreational vehicle, including but not limited to boats, campers, motor homes, off-road vehicles, motorcycles and similar equipment not used on a regular basis may be parked on the street, driveway or off-street parking area of a Lot in front of the front set-back line of the Lot for more than 24 hours or overnight. Such vehicles and trailers shall be kept in good repair. These vehicles may only be allowed to remain on the Project if stored in a garage, carport, or Dwelling.
- (c) No motor vehicle or trailer may be parked or stationed in such a way that it is a danger or that blocks access to the driveway to any Lot, access to a street or curb cut.
- (d) Unregistered or inoperable vehicles shall not be parked on the driveway or street or Lot, unless inside a garage or in a yard area that is screened from view.

***Section 5.06 Timeshares***

Timeshares and time-sharing of Dwellings within the Project is prohibited, and under no circumstances shall any Lot be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

***Section 5.07 Obligation of Lot Owner to Repair and Restore***

In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. The Owner shall pay all costs which are not covered by insurance proceeds. The Owner shall promptly proceed to repair or to reconstruct the damaged or destroyed improvements or to clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. Any such repair, restoration or replacement shall be done in accordance with the architectural restrictions contained in this Declaration.

***Section 5.08 Temporary Structures, etc.***

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

***Section 5.09 Repair of Buildings***

No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

***Section 5.10 Subdivision of Lots***

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No Lot may be converted into a condominium or cooperative or other similar type of entity. No applications for rezoning, variances, or use permits shall be filed if such proposed use violates this Declaration.

***Section 5.11 Drilling Operations***

No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water shall be erected, maintained or permitted upon any Lot.

***Section 5.12 Rubbish and Unsightly Debris, Garbage, etc.***

Notwithstanding any other provision in this Declaration, no Owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, or other similar things or materials so as to constitute an eyesore.

***Section 5.13 Clothes Drying Facilities***

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

***Section 5.14 Front Porches***

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture specifically designed for that purpose on the front porch. Indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

**ARTICLE VI. DECLARANT RIGHTS**

***Section 6.01 Rights***

In addition to any other rights under the Declaration, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

- (a) Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.
- (b) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project.
- (c) Approval of Amendments. For so long as the Declarant owns at least one Lot within the Project, Declarant shall have the right to approve all amendments to the Declaration proposed by the Owners.
- (d) Declarant Exemption. Unless specifically and expressly bound by a provision of the Declaration, Declarant shall be exempt from the provisions of the Declaration.

***Section 6.02 Easements Reserved to Declarant***

- (a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and
- (b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Project in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.
- (c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat.
- (d) Declarant further reserves unto 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 Lot and grade a portion of such Lot adjacent to such street, provided such grading does not

materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

- (e) Declarant further reserves unto itself, for itself and any builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Lots conveyed to Owners for all purposes necessary or appropriate to the full and final completion of construction of the Project.

The Declarant will take reasonable steps, and will ensure that any builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

## **ARTICLE VII. OWNER MAINTENANCE OBLIGATIONS**

### ***Section 7.01 Lots***

All maintenance of the Lots, Dwellings and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot, Dwelling and improvement in accordance with the Declaration.

## **ARTICLE VIII. COMPLIANCE AND ENFORCEMENT**

### ***Section 8.01 Compliance***

Each Owner or Resident of a Lot shall comply with the provisions of this Declaration and Design Guidelines adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner or the Declarant.

### ***Section 8.02 Action by Owners***

Subject to any limitation imposed under the Declaration or Utah law, an aggrieved Owner or the Declarant may bring an action against such other Owner to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

### ***Section 8.03 Injunctive Relief***

Nothing in this Section shall prevent an Owner or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

## **ARTICLE IX. AMENDMENT AND DURATION**

### ***Section 9.01 Amendments***

- (a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of 67% of all Owners. However, if the Owners desire to amend

this Declaration to create an association of owners or create assessments, they must obtain the written consent of all Owners.

- (b) Execution and Recordation. An amendment shall not be effective until the amendment is signed and acknowledged by the required number of Owners and is recorded in the Recorder's Office of Salt Lake County, Utah.
- (c) Notwithstanding anything in this Declaration, so long as the Declarant owns one Lot within the Project, the written consent of the Declarant is required to amend this Declaration or the Plat. Until all Lots are sold, the Declarant shall have the unilateral right to amend the Declaration.

## **ARTICLE X. WINDING UP PERIOD**

### ***Section 10.01 Special Assessment***

In order to dissolve the South Jordan High Pointe Homeowners Association, Inc. ("Association"), all liabilities of the Association must be paid in full. This will be accomplished through a special assessment against each Owner. Prior to the dissolution of the Association, it shall furnish to all Owners the amount due under the special assessment and the date such special assessment shall be paid.

### ***Section 10.02 Collection of Special Assessment***

The Association will dissolve prior to the collection of the special assessment. The Declarant shall have the authority and power to collect all special assessments from the Owners to pay the liabilities of the Association. The Declarant shall also pay the liabilities of the Association with the special assessment monies collected. No Owner may exempt himself from liability for the special assessment for any reason. The special assessment shall be a lien against the Lot of an Owner until that Owner has paid in full.

The Declarant shall have the power to reject partial payments and demand payment in full. If any Owner is delinquent in paying the special assessment, the amount due shall be charged interest at rate of 18% per annum (or the highest rate allowed by Utah law, if less than 18%), as computed from the date the delinquency first occurs. In addition, the Declarant shall be entitled to recover reasonable collection fees, including attorney fees, in attempting to collect delinquent payments.

The Declarant shall have the right to enforce the special assessment through legal remedies including civil actions or foreclosure. Once all special assessments have been collected, the Declarants' rights under this section shall cease. If the amount of the special assessments is greater than the liabilities, Declarant shall refund the difference equally to each of the payors.

## ARTICLE XI. MISCELLANEOUS PROVISIONS

### ***Section 11.01 Invalidity; Number; Captions***

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

### ***Section 11.02 Joint Owners***

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

### ***Section 11.03 Lessees and Other Invitees***

Lessees, invitees, contractors, family members and other persons entering the Project under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Project. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

### ***Section 11.04 Nonwaiver***

Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

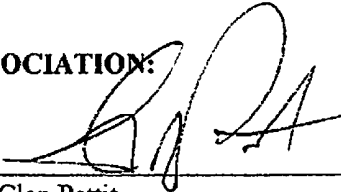
### ***Section 11.05 Waiver, Precedent and Estoppel***

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of an Owner as to any similar matter.

**IN WITNESS WHEREOF**, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the \_\_\_ day of \_\_\_\_\_, 2015.

SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW

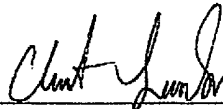
**ASSOCIATION:**



By: Glen Pettit  
Its: President

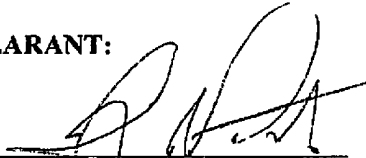
STATE OF UTAH            )  
  :SS.  
County of Salt Lake    )

On this 22 day of January, 2015, personally appeared before me Glen Pettit, who being by me duly sworn, did say that he is the president of the Association, authorized to execute this Declaration.

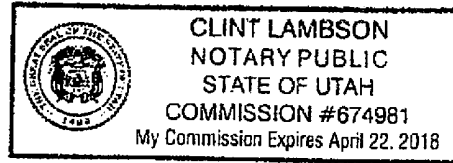


NOTARY PUBLIC

**DECLARANT:**

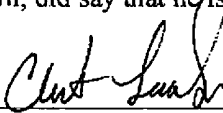


By: Glen Pettit  
Its: Authorized Agent

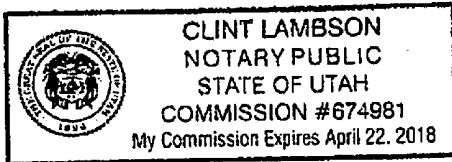


STATE OF UTAH            )  
  :SS.  
County of Salt Lake    )

On this 22 day of January, 2015, personally appeared before me Glen Pettit, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.



NOTARY PUBLIC





**EXHIBIT A**

**LEGAL DESCRIPTION**

ALL LOTS SOUTH JORDAN HIGH POINTE PHASE 1 PUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	401	27-17-351-013-0000	N
	L	402	27-17-351-014-0000	N
	L	403	27-17-351-015-0000	N
	L	404	27-17-351-016-0000	N
	L	405	27-17-351-012-0000	N
	L	406	27-17-351-011-0000	N
	L	407	27-17-351-010-0000	N
	L	408	27-17-351-009-0000	N
	L	409	27-17-351-008-0000	N
	L	410	27-17-351-007-0000	N
	L	411	27-17-351-006-0000	N
	L	412	27-17-351-005-0000	N
	L	413	27-17-351-001-0000	N
	L	414	27-17-351-002-0000	N
	L	415	27-17-351-003-0000	N
	L	416	27-17-351-004-0000	N
	L	417	27-17-352-001-0000	N
	L	418	27-17-352-002-0000	N
	L	419	27-17-352-003-0000	N
	L	420	27-17-352-004-0000	N
	L	421	27-17-352-005-0000	N
	L	422	27-17-352-006-0000	N
	L	423	27-17-352-007-0000	N
	L	424	27-17-352-008-0000	N
	L	425	27-17-352-009-0000	N
	L	426	27-17-355-001-0000	N
	L	427	27-17-355-002-0000	N
	L	428	27-17-354-012-0000	N
	L	429	27-17-354-014-0000	N
	L	429	27-17-354-016-0000	N
	L	430	27-17-354-004-0000	N
	L	431	27-17-354-013-0000	N
	L	431	27-17-354-015-0000	N

	L	432	27-17-354-002-0000	N
	L	433	27-17-354-001-0000	N
	L	434	27-17-354-005-0000	N
	L	435	27-17-354-006-0000	N
	L	436	27-17-354-007-0000	N
	L	437	27-17-354-008-0000	N
	L	438	27-17-354-009-0000	N
	L	439	27-17-354-010-0000	N
	L	440	27-17-353-009-0000	N
	L	441	27-17-353-008-0000	N
	L	442	27-17-353-007-0000	N
	L	443	27-17-353-006-0000	N
	L	444	27-17-353-005-0000	N
	L	445	27-17-353-001-0000	N
	L	446	27-17-353-002-0000	N
	L	447	27-17-353-003-0000	N
	L	448	27-17-353-004-0000	N
	L	449	27-17-353-010-0000	N
	L	450	27-17-353-011-0000	N
	L	451	27-17-353-012-0000	N
	L	452	27-17-358-004-0000	N
	L	453	27-17-358-003-0000	N
	L	454	27-17-358-002-0000	N
	L	455	27-17-358-001-0000	N
	L	456	27-17-357-002-0000	N
	L	457	27-17-357-001-0000	N
	L	458	27-17-356-001-0000	N
	P	B	27-17-326-007-0000	N
	P	B	27-17-326-007-0000	N
	P	B	27-17-326-008-0000	N
	P	B	27-17-326-008-0000	N
	P	C	27-17-327-002-0000	N

ALL LOTS SOUTH JORDAN HIGH POINTE PHASE 4 & 5 PUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	101	27-17-358-020-0000	N
	L	102	27-17-358-021-0000	N
	L	103	27-17-360-018-0000	N
	L	104	27-17-360-019-0000	N
	L	105	27-17-360-020-0000	N

	L	106	27-17-364-008-0000	N
	L	107	27-17-365-001-0000	N
	L	108	27-17-365-002-0000	N
	L	109	27-17-365-003-0000	N
	L	110	27-17-380-001-0000	N
	L	111	27-17-380-002-0000	N
	L	112	27-17-380-003-0000	N
	L	113	27-17-380-004-0000	N
	L	114	27-17-380-005-0000	N
	L	115	27-17-380-006-0000	N
	L	116	27-17-380-007-0000	N
	L	117	27-17-380-008-0000	N
	L	118	27-17-380-009-0000	N
	L	119	27-17-380-010-0000	N
	L	120	27-17-380-020-0000	N
	L	121	27-17-380-019-0000	N
	L	122	27-17-380-018-0000	N
	L	123	27-17-380-017-0000	N
	L	124	27-17-380-016-0000	N
	L	125	27-17-380-015-0000	N
	L	126	27-17-380-014-0000	N
	L	127	27-17-380-013-0000	N
	L	128	27-17-376-006-0000	N
	L	129	27-17-376-007-0000	N
	L	130	27-17-376-008-0000	N
	L	131	27-17-376-009-0000	N
	L	132	27-17-376-010-0000	N
	L	133	27-17-361-018-0000	N
	L	134	27-17-361-017-0000	N
	L	135	27-17-361-016-0000	N
	L	136	27-17-361-015-0000	N
	L	137	27-17-361-014-0000	N
	L	138	27-17-361-013-0000	N
	L	139	27-17-361-012-0000	N
	L	140	27-17-361-011-0000	N
	L	141	27-17-361-003-0000	N
	L	142	27-17-361-002-0000	N
	L	143	27-17-361-001-0000	N
	L	144	27-17-361-004-0000	N
	L	145	27-17-361-005-0000	N
	L	146	27-17-361-006-0000	N
	L	147	27-17-361-007-0000	N
	L	148	27-17-361-008-0000	N
	L	149	27-17-361-009-0000	N
	L	150	27-17-361-010-0000	N

	L	151	27-17-376-005-0000	N
	L	152	27-17-376-004-0000	N
	L	153	27-17-376-003-0000	N
	L	154	27-17-379-003-0000	N
	L	155	27-17-379-002-0000	N
	L	156	27-17-379-001-0000	N
	L	157	27-17-359-005-0000	N
	L	158	27-17-359-004-0000	N
	L	159	27-17-359-003-0000	N
	L	160	27-17-359-002-0000	N
	L	161	27-17-359-001-0000	N
	L	162	27-17-380-011-0000	N
	L	501	27-17-356-002-0000	N
	L	502	27-17-356-003-0000	N
	L	503	27-17-356-004-0000	N
	L	504	27-17-356-005-0000	N
	L	505	27-17-356-006-0000	N
	L	506	27-17-362-001-0000	N
	L	507	27-17-357-003-0000	N
	L	508	27-17-357-004-0000	N
	L	509	27-17-357-005-0000	N
	L	510	27-17-357-006-0000	N
	L	511	27-17-357-007-0000	N
	L	512	27-17-363-001-0000	N
	L	513	27-17-357-008-0000	N
	L	514	27-17-357-009-0000	N
	L	515	27-17-357-010-0000	N
	L	516	27-17-357-011-0000	N
	L	517	27-17-357-012-0000	N
	L	518	27-17-363-002-0000	N
	L	519	27-17-358-010-0000	N
	L	520	27-17-358-011-0000	N
	L	521	27-17-358-012-0000	N
	L	522	27-17-358-013-0000	N
	L	523	27-17-358-014-0000	N
	L	524	27-17-358-015-0000	N
	L	525	27-17-358-016-0000	N
	L	526	27-17-358-017-0000	N
	L	527	27-17-358-018-0000	N
	L	528	27-17-358-019-0000	N
	L	529	27-17-360-001-0000	N
	L	530	27-17-360-002-0000	N
	L	531	27-17-360-003-0000	N
	L	532	27-17-360-004-0000	N
	L	533	27-17-360-005-0000	N

	L	534	27-17-360-006-0000	N
	L	535	27-17-360-007-0000	N
	L	536	27-17-360-008-0000	N
	L	537	27-17-360-009-0000	N
	L	538	27-17-360-010-0000	N
	L	539	27-17-360-011-0000	N
	L	540	27-17-360-012-0000	N
	L	541	27-17-360-013-0000	N
	L	542	27-17-360-014-0000	N
	L	543	27-17-360-015-0000	N
	L	544	27-17-360-016-0000	N
	L	545	27-17-360-017-0000	N
	L	546	27-17-364-001-0000	N
	L	547	27-17-364-002-0000	N
	L	548	27-17-364-003-0000	N
	L	549	27-17-364-004-0000	N
	L	550	27-17-364-005-0000	N
	L	551	27-17-364-006-0000	N
	L	552	27-17-364-007-0000	N
	P	A	27-17-380-012-0000	N
	P	B	27-17-326-015-0000	N
	P	B	27-17-326-016-0000	N
	P	B	27-17-326-017-0000	N
	P	B	27-17-377-013-0000	N
	P	C	27-17-326-015-0000	N
	P	C	27-17-326-016-0000	N
	P	C	27-17-326-017-0000	N
	P	D	27-17-377-007-0000	N

**EXHIBIT B  
ANNEXABLE LAND**

Proposed Phase 3:

**PROPOSED PHASE 3 BOUNDARY DESCRIPTION:**

COMMENCING AT A FOUND BRASS CAP REPRESENTING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°50'52" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION, AS MONUMENTED 659.51 FEET; THENCE NORTH 00°09'08" EAST, 1153.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°07'15" WEST, 137.03 FEET; THENCE SOUTH 89°54'27" EAST, 45.25 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,019.00 FEET AND A CENTRAL ANGLE OF 00°32'53"; THENCE EASTERLY ALONG THE ARC 9.75 FEET (CHORD BEARS SOUTH 89°38'01" EAST, 9.75 FEET); THENCE NORTH 00°07'15" WEST, 89.05 FEET; THENCE SOUTH 89°54'27" EAST, 25.00 FEET; THENCE NORTH 00°07'15" WEST, 184.71 FEET; THENCE SOUTH 89°52'14" EAST, 98.50 FEET; THENCE SOUTH 00°07'15" EAST, 11.03 FEET; THENCE NORTH 89°52'45" EAST, 139.51 FEET; THENCE NORTH 00°01'25" EAST, 105.68 FEET; THENCE NORTH 76°10'53" WEST, 96.47 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 79°33'45" EAST, A RADIAL DISTANCE OF 481.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°22'52", 28.39 FEET (CHORD BEARS NORTH 12°07'41" EAST 28.38 FEET; THENCE NORTH 13°49'07" EAST, 181.63 FEET TO A POINT ON A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 76°10'08" EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°59'15", 39.27 FEET (CHORD BEARS NORTH 58°49'30" EAST 35.35 FEET); THENCE SOUTH 76°10'54" EAST, 57.98 FEET TO A POINT ON A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 13°49'36" EAST, A RADIAL DISTANCE OF 636.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°29'06", 260.69 FEET (CHORD BEARS SOUTH 87°54'57" EAST 258.87 FEET TO A POINT OF REVERSE CURVATURE OF WHICH THE RADIUS POINT LIES SOUTH 9°39'31" EAST, A RADIAL DISTANCE OF 264.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°34'38", 117.85 FEET (CHORD BEARS SOUTH 86°52'12" EAST 116.88 FEET); TO THE NORTHWEST CORNER OF THE SOUTH JORDAN HIGH POINTE PHASE 2, THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID PHASE 2 SOUTH 06°20'23" EAST, 531.48 FEET; TO THE SOUTHWEST CORNER OF SAID PHASE 2, THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PHASE 2 NORTH 83°39'37" EAST, 375.00 TO THE SOUTH EAST CORNER OF SAID PHASE 2; THENCE NORTHERLY ALONG THE EAST BOUNDARY LINE OF THE SOUTH JORDAN HIGH POINTE PHASE 2 SUBDIVISION NORTH 6°20'23" WEST, 409.50; THENCE TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE EASTERLY ALONG THE ARC 39.27 FEET (CHORD BEARS NORTH 38°39'36" EAST, 35.36 FEET); THENCE NORTH 83°39'37" EAST, 4.05 FEET TO A POINT ON THE WEST LINE OF WELBY JACOB CANAL RIGHT OF WAY; THENCE ALONG SAID CANAL THE FOLLOWING 8 COURSES:

1. SOUTH 14°07'12" EAST, 87.73 FEET; THENCE
2. SOUTH 20°20'53" EAST, 109.39 FEET; THENCE
3. SOUTH 20°58'06" EAST, 162.40 FEET; THENCE
4. SOUTH 22°52'12" EAST, 163.48 FEET; THENCE
5. SOUTH 20°27'24" EAST, 160.53 FEET; THENCE
6. SOUTH 04°30'51" EAST, 47.63 FEET; THENCE
7. SOUTH 13°24'39" WEST, 48.07 FEET; THENCE

8. SOUTH 26°14'08" WEST, 90.87 FEET; THENCE LEAVING SAID CANAL AND RUNNING NORTH 81°10'19" WEST, 139.16 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 84°49'55" WEST, A RADIAL DISTANCE OF 427.50 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°16'57", 31.95 FEET (CHORD BEARS NORTH 01°50'10" EAST 31.94 FEET); THENCE SOUTH 89°41'42" WEST, 139.15 FEET; THENCE SOUTH 07°06'08" WEST, 16.35 FEET; THENCE NORTH 87°03'45" WEST, 102.70 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 87°03'45" WEST, A RADIAL DISTANCE OF 184.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°09'47", 45.48 FEET (CHORD BEARS SOUTH 10°01'07" WEST 45.36 FEET); THENCE NORTH 72°53'58" WEST, 38.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 72°54'03" WEST, A RADIAL DISTANCE OF 146.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°07'11", 7.95 FEET (CHORD BEARS SOUTH 18°39'33" WEST 7.95 FEET); THENCE NORTH 69°46'47" WEST, 115.46 FEET; THENCE SOUTH 12°58'02" WEST, 43.64 FEET; THENCE NORTH 77°01'58" WEST, 303.27 FEET; THENCE NORTH 12°58'02" EAST, 28.50 FEET; THENCE NORTH 77°01'58" WEST, 232.00 FEET; THENCE SOUTH 12°58'02" WEST, 28.50 FEET; THENCE NORTH 77°01'58" WEST, 105.00 FEET; THENCE NORTH 85°23'16" WEST, 57.30 FEET; THENCE NORTH 89°45'18" WEST, 110.55 FEET TO THE POINT OF BEGINNING.

Proposed Phase 6:

COMMENCING AT A FOUND BRASS CAP REPRESENTING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°50'52" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION, AS MONUMENTED 805.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°09'12" EAST, 142.53 FEET; THENCE SOUTH 89°50'48" EAST, 3.43 FEET; THENCE NORTH 0°09'12" EAST, 98.50 FEET; THENCE SOUTH 89°50'48" EAST, 39.76 FEET; THENCE NORTH 0°09'12" EAST, 157.05 FEET; THENCE NORTH 65°43'26" WEST, 112.02 FEET; THENCE SOUTH 78°49'49" WEST, 39.52 FEET; THENCE NORTH 8°19'11" WEST, 147.80 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 219.00 FEET AND A CENTRAL ANGLE OF 15°39'54"; THENCE WESTERLY ALONG THE ARC 59.88 FEET (CHORD BEARS SOUTH 73°50'52" WEST, 59.69 FEET); THENCE NORTH 32°57'05" WEST, 124.73 FEET; THENCE NORTH 88°42'33" EAST, 226.23 FEET; THENCE SOUTH 77°01'58" EAST, 382.41 FEET; THENCE NORTH 12°58'02" EAST, 35.00 FEET; THENCE SOUTH 77°01'58" EAST, 129.495 FEET; THENCE SOUTH 10°23'34" WEST, 155.845 FEET; THENCE SOUTH 61°48'10" EAST, 96.32 FEET TO THE WELBY JACOB CANAL RIGHT OF WAY THENCE ALONG SAID CANAL RIGHT OF WAY THE FOLLOWING 6 COURSES:

1. SOUTH 58°15'10" WEST, 201.17 FEET; THENCE
2. SOUTH 33°0'45" WEST, 54.95 FEET; THENCE
3. SOUTH 11°45'11" WEST, 154.87 FEET; THENCE
4. SOUTH 21°00'22" WEST, 48.49 FEET; THENCE
5. SOUTH 33°10'27" WEST, 46.96 FEET; THENCE
6. SOUTH 43°58'28" WEST, 12.20 FEET TO THE SOUTH LINE OF SAID SECTION 17, THENCE ALONG SAID SOUTH SECTION LINE WESTERLY NORTH 89°50'52" WEST, 262.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 281,237 SQUARE FEET OR 6.456 ACRES.



COMMENCING AT A FOUND BRASS CAP REPRESENTING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°50'52" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION, AS MONUMENTED 685.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'12" EAST, 89.53 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 42°49'58"; THENCE WESTERLY ALONG THE ARC 11.21 FEET (CHORD BEARS NORTH 21°15'47" WEST, 10.95 FEET); THENCE NORTH 00°09'06" EAST, 43.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 70°57'37"; THENCE NORTHERLY ALONG THE ARC 18.58 FEET (CHORD BEARS NORTH 35°08'06" EAST, 17.41 FEET) TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 481.00 FEET AND A CENTRAL ANGLE OF 43°52'39"; THENCE WESTERLY ALONG THE ARC, 368.35 FEET (CHORD BEARS NORTH 22° 17'02" WEST, 359.42 FEET); THENCE NORTH 44°13'22" WEST, 29.52 FEET; THENCE NORTH 45°46'38" EAST, 38.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 84°25'52"; THENCE EASTERLY ALONG THE ARC 22.10 FEET (CHORD BEARS SOUTH 86°26'17" EAST, 20.16 FEET) TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 219.00 FEET AND A CENTRAL ANGLE OF 30°20'02" THENCE EASTERLY ALONG THE ARC 115.94 FEET (CHORD BEARS NORTH 66°30'48" EAST, 114.60 FEET); THENCE SOUTH 8°19'11" EAST, 147.80 FEET; THENCE NORTH 78°49'49" EAST, 39.52 FEET; THENCE SOUTH 65°43'26" EAST, 112.02 FEET; THENCE SOUTH 0°09'12" WEST, 157.05 FEET; THENCE NORTH 89°50'48" WEST, 39.76 FEET; THENCE SOUTH 0°09'12" WEST, 98.50 FEET; THENCE NORTH 89°50'48" WEST, 3.43 FEET; THENCE SOUTH 0°09'12" WEST, 142.53 FEET; THENCE NORTH 89°50'52" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 83,331 SQUARE FEET OR 1.913 ACRES.

**EXHIBIT C**  
**DESIGN GUIDELINES**



Approved as to form:

*John A. Belman*  
City Attorney

## Design Guidelines

for:

# South Jordan High Pointe

## Volume II

© South Jordan High Pointe LLC, 2005

# **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**

## **Table of Contents**

**Section 1 .Introduction**

**Section 2 .Site Planning**

**Section 3 .Architectural Design**

**Section 4 .Landscaping**

**Section 5 .Construction Regulations**

**Section 6 .Design Review Procedures**

**Section 7 .Design Review Committee**

**Section 8 .Master Plan and Preliminary Plat Section**

## **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 changes 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.**