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ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, RETURN TO:

Sequoia Development, Inc.
Attn: Kevin L. Ludlow
9055 So. 1300 East, Suite 104
Sandy, Utah 84094

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RIVER TRAIL SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made effective as of the 28 day of June, 2018, by River Trail Development, LLC and Sequoia Development, Inc., (collectively, "Delcarant"), who, as owners of the following described land located in South Jordan, Utah, Salt Lake County, State of Utah:

Lot 101- 103^A and Lots 201-211^A of River Trail Subdivision, according to the official plat thereof, recorded in Book 2018P of Plats at Page 259 and Book 2018P of Plats at Page 260, in the Office of the County Recorder for Salt Lake County, Utah (the "Plat(s)"), (collectively, the "Subject Land");

hereby imposes upon the Subject Land and all improvements now or hereafter constructed thereon (the "Project") the following covenants, conditions, and restrictions, and declares that the Subject Land and Project shall be subject to all the terms, provisions, and conditions contained in this Declaration.

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The following terms shall have the following meanings as used in this Declaration:

"Lot(s)" shall mean each individual parcel of real property shown on the Plats as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.

"Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

"Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

"Owner" shall mean any person or entity or combination thereof, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security

purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed. If more than one person owns a Lot, then the persons who own such lot shall collectively be referred to herein as "Owner."

ARTICLE II DIVISION OF PROJECT

2.1 Submission to Declaration. All the Subject Land and the Project is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as part of the subdivision known as River Trail Subdivision. All the Subject Land and the Project is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and, in the Plats, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a general plan for development and improvement of the Subject Property. Further, each and all the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, guests, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plats, the Subject Land is divided into fourteen (14) Lots as more particularly described on the Plats.

ARTICLE III IMPROVEMENTS

3.1 Zoning Regulations. All municipal code and zoning requirements of the City of South Jordan, including but not limited to, fire, health, and building codes are in full force and effect in the Project. All Lots shall comply with said requirements and codes.

3.2 Description of Improvements. Each of the Lots shall, when improved, contain no more than one detached single-family dwelling building, which building shall be principally constructed of wood frame, rock, brick, cement board siding and cement board shingle siding. No building may have on the front elevation of the building more than ten percent (10%) stucco, more than thirty percent (30%) stucco on any side elevation, and more than fifty percent (50%) stucco on the rear elevation. Buildings may contain interior wainscoting and shall contain sheetrock interiors and thirty (30) year or better rated architectural grade asphalt shingle roofs, and such other materials as allowed by current building codes and not otherwise prohibited hereby. No artificial rock will be allowed on any exterior building elevation in the subdivision Each Lot may also contain no more than one detached garage and no more than one detached storage structure within the Lot boundary provided the same are constructed according to the above listed requirements and this Declaration and approved building and zoning codes for the subdivision.

3.3 Roof Design. All roofing materials must be of thirty (30) year or better rated architectural grade asphalt shingles, i.e. shake, tile, metal, or similar. All roof metal such as flashing, fascia, soffit, crown trim, vent stacks, gutters, downspouts and chimney caps shall be made of anodized aluminum (coloring may vary, such as bronze), copper, or galvanized metal painted to match the adjoining roof color.

3.4 Balcony and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed per the latest adopted building code requirements and in compliance with the following: All railings must have at least four horizontal members. All posts or pillars supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. Any balcony or deck must be contained within and may not extend into the building setback of the home and must comply with current building code and regulatory requirements of the City of South Jordan.

3.5 Fencing. All fencing materials shall consist of one or more of the following: stone, brick, block, concrete pre-cast, vinyl, trex, rhino rock, or wrought iron. Combination of fencing materials is preferred. No solid fence above 36-inches in height will be allowed within the front setback line of the Lots (intended for the front of the home). Open slat wrought iron up to 48-inches in height may be used in the same area in front of the home. Any fencing placed in front of the Lots are optional but will require a masonry/ornamental wrought iron combination (50% - 50%) and shall be no higher than 24-inches with masonry and 48-inches with slats. Masonry pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.

3.6 Yard Light, Mailbox, Address Enclosure. An enclosure containing a mail box and newspaper receptacle and labeled street address shall be provided and installed at the time of home occupancy and will be constructed of material to match or compliment materials used on the exterior of the home. Lot owners will be responsible for replacing any damage or missing parts of the enclosure. Any repairs or reconstruction must return the enclosure to a complete and similar aesthetic as the original enclosure. Each Lot shall have at least one exterior front yard light, which may be installed on top of the mailbox enclosure. This light shall be wired with a photoelectric cell for the intent of keeping the light on during all night hours. The light must be maintained and remain in good operating order.

3.7 Size of Dwellings. The size, height and location of each single-family dwelling and any other improvements constructed on each Lot within River Trail Subdivision shall be constructed in a manner to have the building mass follow the natural, existing contour of the land. Dwelling heights must not exceed heights as established by the City of South Jordan. Each single-family dwelling shall have a minimum total floor area, finished and unfinished, of two thousand four hundred (2,400) square feet. In addition, each single family dwelling shall have not less than the following minimum square feet:

(a) Rambler One-Story Home. Shall not be less than 2,000 square feet of finished space (above ground) and shall include a 3-car garage the square footage of which shall be excluded for purposes of compliance with the minimum square footage requirement.

(b) Two-story Home. Shall have not less than 1,500 square feet on the main floor, and not less than 2,500 square feet of finished living area, including a 3-car garage, the square footage of which shall be excluded for purpose of compliance with the minimum square footage requirement.

(c) Garages for each home shall consist of a minimum of 3 car garage, each individual car space comprising a minimum size of 10-feet by 22-feet. Each home shall consist of a minimum 2

car garage attached with the remaining required car space located in a detached garage or tandem and must be built at the same time as the home.

3.8 Site Plan and Placement of Home. The vertical and horizontal location of the home on the Lot must conform to the City of South Jordan Building and Zoning standards and setback requirements. The home's main floor elevation shall be a minimum of 2.5 feet above the average curb height measured from both front lot corners and shall not be higher than 4-feet above the average curb height as measured from both front lot corners.

3.9 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.10 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. Notwithstanding any other provision of this Declaration to the contrary. No metal building or metal storage buildings or storage sheds are allowed.

ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Except as otherwise set forth in this Declaration, each Owner shall have the exclusive right to construct, improve, reconstruct, and repair the house and other improvements located on their owned Lot. All construction, improvements, reconstruction, and repair must comply with applicable land use planning, regulations, and such design guidelines as adopted by this Declaration. Subject to the provisions of this Declaration, each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair. No unsightliness is permitted on any Lot. This includes, but is not limited to, the prohibition on open storage of any building materials (except during temporary construction periods), open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than a pickup truck (except during periods of actual loading and unloading), or inoperable motor vehicles; household refuse or garbage not stored in tight containers in an enclosure such as a garbage can; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

4.2 Lot Cleanliness. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the quality of the Project. Trash, rubbish, garbage, or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

4.3 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.4 Prohibition Against Subdivision of Lot. No Owner, by deed, plat, or otherwise, shall subdivide or in any manner cause owned Lot to be subdivided, partitioned, or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plats.

4.5 Maintenance of Landscaping Park Strip and Sidewalks. Each owner of a lot shall be responsible to maintain the landscaping of the Lot as well as the park strip and sidewalk in front of or adjoining their Lot in accordance with City of South Jordan code and regulations.

4.6 Water Line and Water Meter. Each Owner recognizes and agrees that they are required to connect to the stubbed lateral water line provided within or abutting each such Lot boundary and to pay for and provide a water meter for the applicable Lot.

4.7 Inseparability. Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot.

4.8 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber their Lot. Any mortgage or other encumbrance of any Lot shall be subordinate to all provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, tax sale or otherwise.

4.9 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.10 View Impairment. The Declarant does not guarantee or represent that any view over and across any Lot will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

ARTICLE V EASEMENTS

5.1 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, shall be construed to grant and reserve such easements as are shown on the Plats even though no specific reference to such easements appears in any such conveyance.

5.2 Construction Easements. A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across, and through the Project for the purpose of doing all things that are reasonably necessary as a part of completing the improvements for the Project. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors, and vibrations which may temporarily disrupt their quiet enjoyment of Lots until all improvements are complete, and such Owners do hereby waive any right to object to such

construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Lots. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

ARTICLE VI RESTRICTIONS ON USE

6.1 Residential Uses Only. Each Lot contained in the Project is intended to be used for a single family residential housing and is restricted to such use. No Lot shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent any Owner or his duly authorized agent from freely renting or leasing his Lot from time to time subject to the provisions of Section 6.14 or the conduct of a home occupation conducted exclusively within the dwelling and without also causing nuisance to any neighboring Lot.

6.2 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.3 Restriction on Recreational Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, or any inoperable vehicles belonging to Owners, guests or other residents of the Project shall be parked or stored in or upon any lot or on the street for longer than 72 hours unless kept in an area fenced and outside of the view of the street.

6.4 Restriction on Signs. Except as may be temporarily necessary to caution or warn of danger, and except for temporary signs, reasonable in size, design and location, for the sale of a Lot by an Owner, no signs or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained on any portion of the Project.

6.5 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Project except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front yards or visible side yards on a Lot other than on designated driveways.

6.6 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited on any Lot or in any street in the Project unless such vehicles are kept from the view of the general public.

6.7 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that up to one domestic dog, or cats or other household pet may be kept per Lot; and further provided that such pet are not kept, bred, or maintained for any

commercial purpose or sale and are restricted to the owner's Lot unless controlled on a leash by its Owner.

6.8 Dog Runs. No kennel(s) shall be allowed on any Lot. Dog runs may be placed or maintained no closer than 60 feet from any home other than the home on the Lot where dog run is maintained.

6.9 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service structures within that Lot. No propane tanks or oil tanks may be installed on any Lot except as temporarily required for construction. No structure, planting, or other materials may be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water/waste through the drainage channels.

6.10 Secondary Water. No secondary water shall be provided for the Project.

6.11 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a reasonable manner with the intent of not being visible from adjoining Lots.

6.12 Construction Period Exemption. During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.

6.13 No Occupancy Before Completion. No Owner is allowed to occupy their Lot prior to the completion of construction and final inspection and receipt of a final certificate of occupancy from the City of South Jordan.

6.14 No Short-Term Rentals or Leases. Owners may freely rent or lease their Lots provided that such rental or lease shall comply with applicable laws, rules, ordinances, and regulations and such rental or lease period shall not be less than twelve (12) months in duration. No daily, weekly or month to month rental shall be allowed on any Lot.

ARTICLE VII NO INCORPORATED ASSOCIATION

7.1 In Lieu of Incorporated Association. No incorporated association will be formed due to the non-existence of common expenses within the Project, except that an unincorporated association is hereby deemed formed of which the Owner of each Lot shall be a member. There will be one vote per each Lot. Per this document, and detailed throughout, each Lot Owner is responsible for the cleanliness and maintenance of their respective Lot.

ARTICLE VIII
CERTAIN RIGHTS AND OBLIGATIONS

8.1 Lot Owner Obligation(s). The Lot Owners jointly and severally are responsible to one another for the compliance and enforcement of all the covenants, conditions, and restrictions contained herein.

8.2 Right to Call Owner Meeting. Any three (3) or more Lot Owners may call a meeting of the Owners in order to discuss and/or take necessary action to enforce the covenants, conditions, and restrictions contained herein.

8.3 Procedure to Call Owner Meeting. An Owner Meeting may be called only after both verbal and written communication has been exchanged between Lot Owners in an attempt to make the noncompliant lot owner aware of any violation and requesting resolution of any violation. If the noncompliance is not remedied within 72 hours of the written communication requesting a cure, then any two Lot Owners may formally request a meeting by providing written communication to all home owners and scheduling a meeting no sooner than 14 calendar days from the delivery of said written communication. The time of the meeting must not be on a government holiday or during traditional working hours of Monday through Friday 8 AM to 6 PM.

8.4 Intent of Owner Meeting. The intent of an Owner Meeting is to gather as owners and discuss any current concerns with the compliance with the Declaration. This discussion is intended to occur in a civil manner allowing all parties an opportunity to speak without interruption in order to express their perspective. No Lot Owner is required to speak; however, one representative of each Lot should be entitled the opportunity to speak. The intent of the meeting is to establish a reasonable resolution to any existing concern of compliance. The Lot Owner which has held ownership of their Lot the longest should lead and mediate the discussion of the Owner Meeting.

8.5 Voting. In the event of an Owner Meeting, each Lot Owner is required to vote on any motion called for and receiving a second motion for the same action. Only 1 vote per Lot will be allowed. Any action voted upon and receiving a majority in favor must be in compliance with City of South Jordan, State of Utah, and Federal Laws and Ordinances.

ARTICLE IX
MORTGAGEE PROTECTION

9.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions, and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

9.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto;

and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

9.3 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

9.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer.

9.5 Amendment. No provision of this Article IX shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, Utah, as of the date of such amendment.

ARTICLE X GENERAL PROVISIONS

10.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

10.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

10.3 Effective Date. This Declaration shall take effect upon recording.

10.4 South Jordan City Required Language: South Jordan City ("City") shall have the right, but not the duty, to require, and if necessary, perform, at the Homeowner Association's expense, landscaping, maintenance, and snow removal within the common areas if the Homeowner Association fails to adequately perform such. If City exercises this right, then City is entitled to recover any associated costs and attorney fees. In addition, the owners in this development, by virtue of purchasing property in this development, give City the right, but no the duty to form, under State statutes, a Special Service District ("SSD") for the purpose of ongoing maintenance or a Special Improvement District ("SID") for the purpose of making needed improvements within this development. City may create a SSD or SID if the Homeowner Association or a property

owner in this development asks City to take over this development's improvements or maintenance tasks. The City Council may also create a SSD or SID if it determines there is a historical pattern of a lack of care and maintenance. The Governing Body of any such SSD or SID formed, as stated in this paragraph, shall consist of the City Mayor, City Council, and the Homeowner Association President. This Section shall not be amended or deleted without City's approval.

This Declaration of Covenants, Conditions, and Restrictions shall not be amended, and the Homeowner Association shall not adopt rules, to prohibit or have the effect of prohibiting reasonably sited and designed solar collectors, clotheslines, or other energy devices based on renewable resources on buildings erected on lots or parcels in this development. This Section shall not be amended or deleted without South Jordan City's approval.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year below written to be effective as of the date first above written.

DECLARANTS:

River Trail Development, LLC
By: Sequoia Development, Inc,
Manager of River Trail Development, LLC

Sequoia Development, Inc.

By: *Kerin G. Galloway*
Its: PRESIDENT

By: *Kerin G. Galloway*
Its: PRESIDENT

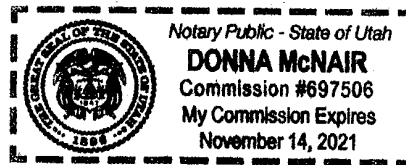
STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on June 28, 2018, by Donna McNaair.

Donna McNaair
NOTARY PUBLIC
Residing at: Salt Lake City, Ut. Salt Lake County

My Commission Expires:

11-14-2021



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

The foregoing instrument was acknowledged before me on June 28, 2018, by Donna McNaair.

Donna McNaair
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