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AFTER RECORDING PLEASE MAIL TO:
and
Agent for Service of Process:

18-31
SOUTH FIELDS LLC
c/o Symphony Development Corp.
Attn: Robert C. Miller
526 North 400 West
North Salt Lake, UT 84054

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06/29/2004 03:51 PM 75.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT C MILLER
SOUTH FIELDS LLC
526 N 400 W
N SALT LAKE UT 84054
BY: EHB, DEPUTY - WI 18 P.

SOUTH FIELDS SUBDIVISION
South Jordan, Utah
A Residential Subdivision Development

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS &
RESTRICTIONS**

SOUTH FIELDS LLC
a Utah limited liability partnership
DECALRANT

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS
AFFECTING THE REAL PROPERTY KNOWN AS**

South Fields Subdivision

THIS DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS ("DECLARATION") is made this ____ day of June, 2004, by South Fields LLC, ("Declarant").

WITNESSTH

WHEREAS, the Declarant is a Utah Limited Liability Corporation and the record owner of real property ("Property") more particularly described as follows:

All of Lots 1 through 32, inclusive, and common areas, known as South Fields Subdivision, situated in the City of South Jordan, in the County of Salt Lake, in the State of Utah, according to the official plat thereof recorded as Entry No. _____, in Book _____, Page _____, in the office of the Salt Lake County Recorder;

NOTE: Lot 33 of the South Fields Subdivision is not included in the definition of the Property and is not bound by any covenants, conditions, agreements or restrictions stated herein nor does said Lot 33 have any rights or benefits under this Declaration.

WHEREAS, it is the desire and intention of the Declarant to subdivide and sell the Property described above and to subject the Property to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Property in the subdivision and the future owners of said Property;

WHEREAS, the Homeowners Association of South Fields (also known as South Fields Owners Association), ("Association"), has been or will be incorporated as a Utah non-profit corporation to act as a homeowners association with the powers of managing, maintaining the property, administering and enforcing the covenants, conditions and restrictions, and assessing and collecting a prorated share of the cost for maintaining and repairing any and all common areas on the Property as defined herein, and administering and performing such other acts as are provided for or set forth in this Declaration or which generally benefit its members or the Property.

THEREFORE, to further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration.

The following additional words, phrases or terms used in this Declaration shall have the following meanings:

- **"Association"** shall mean the South Fields Owners Association ("Association").
- **"Board"** or **"Association Board"** shall mean the Board of Directors of the Association.

- **"Common Area"** shall mean all the real property and improvements located within the Property, other than the Lots and the improvements, buildings and structures located on the Lots, including without limitation, all entry signs, monuments, landscaped areas, and private roadways and walkways, if any, and including that certain 17' landscaped area located on both sides of the road commonly known as 3200 West, all of which shall be managed by the Association for the common use and enjoyment of all Owners. The Common Area shall be owned by the Association. The Common Area is designated as such on the Plat Map of record with the Salt Lake County Recorder.
- **"Lot(s)"** shall mean any area of separately defined real property within South Fields designated as an individual lot and numbered as Lots 1 through 32. Lot 33 shall not be included in the definition of a Lot.
- **"Member"** shall mean any person(s) holding a membership in the Association.
- **"Owner"** (when capitalized) shall mean the record holder(s) of legal title to the fee simple interest in any Lot.

ARTICLE I – OWNERS' ASSOCIATION

- 1.1 FORMATION OF ASSOCIATION:** The Association shall be a Utah non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation ("Articles"), its Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason be amended, changed or otherwise interpreted so as to be inconsistent with this Declaration.
- 1.2 BOARD OF DIRECTORS AND OFFICERS:** The Board shall conduct the affairs of the Association. The Board may elect officers in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of 3-7 directors. The Board shall appoint a president, and other officers, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association; the Board may also appoint various committees to assist with these duties.
- 1.3 PERSONAL LIABILITY.** Neither South Fields LLC or its members, nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, unless performed intentionally and with malice.

ARTICLE II – ASSOCIATION MEMBERSHIP AND VOTING

- 2.1 MEMBERS:** Each Owner of a Lot shall, upon acquiring title to a Lot, automatically become a Member of the Association. Membership in the Association shall be appurtenant to the

ownership of a Lot and may not be separately assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to a Lot. Any such transfer shall immediately and automatically serve to transfer the membership appurtenant to said Lot to the new Owner thereof. **In the event that fee title to any Lot is held by one or more persons or entities, the owners shall hold the Membership in the Association in the same manner and in no event shall there be more than one (1) vote per Lot.**

2.2 VOTING: The Association shall have two (2) class of voting membership:

2.2.1. Class A. Members shall be all Owners, with the exception of the Declarant. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity owns any Lot, the vote for such Lot shall be exercised as the several owners determine, but in no event shall more than one vote be cast or counted with respect to any Lot. In the event that multiple votes are cast for any Lot, the votes shall be deemed void and shall not be counted for any purpose.

2.2.2 Class B. The Class B member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Lot owned. The Class B memberships shall automatically terminate and be converted to Class A memberships (with one (1) vote for each Lot then owned) on the happening of either of the following events, whichever occurs earlier:

- (a) December 31, 2009; or
- (b) 120 days after the date on which 75% or more of the Lots have been conveyed to third party purchasers.

2.3 **MEETINGS.** All meetings of the Association shall be called and conducted in the manner provided in the Articles and Bylaws of the Association. The Bylaws of the Association are attached hereto and hereby incorporated by reference as if fully set forth.

ARTICLE III – RIGHTS AND POWERS OF ASSOCIATION

3.1 ASSOCIATION'S RIGHTS: In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws.

3.2 RIGHTS OF ENFORCEMENT: The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association, the Declarant or any Owner shall also have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by this Declaration. In addition, the Association and/or the Declarant shall have the right to enforce and foreclose at law or in equity, all liens and charges now or hereafter imposed pursuant to this Declaration. If the Association, Declarant or any Owner substantially prevails in any proceeding to enforce these Declarations, the Association, the Declarant or such Owner, as applicable, shall be entitled to judgment against the breaching party or Owner for damages sustained and for all costs and reasonable attorney's fees associated with the action. Failure by the Association or the Declarant to enforce any covenant or restriction in this Declaration shall not be deemed a waiver of the covenant or the right to thereafter act. Neither the Declarant, nor any Director of the Board or

committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, unless performed intentionally and with malice.

3.3 IMPROPER MAINTENANCE AND LIENS: In the event any portion of any Lot or structure or activity thereon is so maintained as to present a public or private nuisance, or as to materially detract from the appearance or quality of the Property or surrounding Lots or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event any Owner fails to perform any of its obligations under this Declaration or the rules and regulations adopted, the Board may give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's expense. If at the expiration of said fourteen (14) day period, the required corrective action has not been taken the Board shall be authorized and empowered to cause such action to be taken, and the cost thereof shall be assessed directly against such Owner.

If the assessed cost is not paid by such Owner within thirty (30) days, the amount of the cost plus interest, collection costs and reasonable attorney's fees, shall constitute a lien upon the Owner's Lot and upon the recording of a notice of the lien by the Board. Said lien upon the Owner's Lot shall be superior to all other liens and encumbrances, recorded or unrecorded, except (1) tax and special assessment liens on the Owner's lot in favor of any assessing unit or special improvement district, and (2) encumbrances on the Owner's Lot recorded prior to the date such notice is recorded. The lien may be foreclosed in the same manner as the foreclosure of a trust deed or a mortgage under Utah law.

In the event of a dispute regarding the amount of, or propriety of the lien, the Owner may require the Association to release any such lien upon the Owner providing a bond, placing into escrow cash or cash equivalent in the amount of 150% of the lien amount as security for the payment of the lien in the event the lien is determined to be valid.

3.4 BY-LAWS: The Association shall be empowered to adopt Bylaws which enable a duly elected Board to assess the Members for the costs and expenses arising out of or relating to installation, repair, maintenance and upkeep of the Common Areas, and/or for the common benefit of the Property and Members. The Board may amend said Bylaws from time to time upon the required vote of the Members as set forth in the Bylaws. Until the conversion of its interests to Class A Memberships, the Declarant shall be exempt from any assessments or fees approved and assessed by the Board.

3.5 COMMON AREAS. The Common Area shall include all real property and improvements within the Property, other than the Lots and their improvements, including without limitation, all landscaped areas, and the fences located on the Common Area, and private walkways, all of which shall be managed by the Association for the common use and enjoyment of all Owners. The Association shall own the Common Area. The Common Area shall be operated, maintained, and insured by the Association for the use and benefit of the Members, subject to reasonable rules and regulations enacted according to the Bylaws. Each Member shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Members. No Member, shall bring any action for partition or

division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of the Members with respect to the operation, management, use, and enjoyment of the Common Area.

3.6 EASEMENTS OVER COMMON AREAS. The rights and easements of use and enjoyment appurtenant to the Common Area shall be subject to such rules and regulations as may be adopted by the Board according to the Bylaws. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such rights and easements shall include the following:

3.6.1 The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Area, and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the benefit of the Members; and,

3.6.2 The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area for purposes not inconsistent with the intended use of the Property as a residential subdivision.

3.7 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance if the damage is caused by the negligence or willful misconduct of the Member, family members, guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Area from the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a special assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a special assessment against the Lot of the Member liable for the damage and may be enforced as provided hereby for the imposition and enforcement of any other assessment.

3.8 Repairs and Maintenance of Common Area. The Association shall paint, maintain, repair and replace the Common Area and all improvements and landscaping thereon. For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Common Area or to other Lots, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have a non exclusive perpetual easement over and onto all portions of the Common Area, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any Lot.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

- 4.1 COMMITTEE MEMBERSHIP:** The initial Architectural Control Committee ("ACC") shall consist of the Bruce Robinson, Robert Miller and Tony Coombs.
- 4.2 COMMITTEE DUTIES:** The ACC shall have full authority to interpret the requirements of the Declaration.
- 4.3 APPLICATION:** Prior to the commencement of construction, the owner or builder ("Applicant") must submit to the ACC two (2) complete sets of plans which include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), material specifications, and site plan. Applicant must sign each page of both sets of signed plans submitted. A \$150 review fee must be paid at the time of the application, payable to the Association. A landscaping plan may be required as part of this initial review if the ACC deems it necessary. The ACC will respond with an approval or disapproval of the plans (with comments) in writing within fourteen (14) calendar days receipt of a complete application and return one set of the plans. In the event the ACC fails to approve or disapprove the plans within fourteen (14) calendar days, the plans will be deemed approved. No plan approval or failure to affirmatively approve plans shall be deemed a waiver of any restriction or requirement of this Declaration unless such waiver is in writing and specifically addresses the item(s) waived. The application fee set forth in this section 4.3 shall not apply to the Declarant.

ARTICLE V - RESIDENTIAL AREA COVENANTS

- 5.1 DWELLING—SIZE, QUALITY, EXTERIOR MATERIALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor," as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.
- a. **Dwelling Size:**
- One Story Dwellings (Rambler):** The required minimum above ground floor finished space shall be 1650 square feet with a minimum 3-car garage required, and 1800 square feet or more above ground floor finished space with a minimum of 2-car garage required.
- Two Story Dwellings:** The required minimum above ground floor finished space shall be 2100 square feet with a minimum 3-car garage required, and 2300 square feet or more above ground floor finished space with a minimum of 2-car garage required.
- Multi-Level Dwellings:** The required minimum above ground floor finished space shall be 2100 square feet with a minimum 3-car garage required, and 2300 square feet or more above ground floor finished space with a minimum of 2-car garage required.

THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE

HOME ON A SPECIFIC LOT DUE TO SLOPE RESTRICTIONS, LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM APPROPRIATE.

- b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
- c. **Dwelling Exterior Materials:** The dwelling's front exterior shall have 2 or more large full front facing panels (subject to the discretion of the Architectural Control Committee) of brick or rock and the side exterior walls shall have at least a wainscot of brick or rock at least 6' down the sides, with the remainder in stucco or comparable product as approved by the Architectural Control Committee. A "large full front facing panel" is defined as an architectural wall feature at least 8' in height and consists of at least 100 square feet of brick or rock (return walls or quoins can be included in the calculation of the "large full front facing panel" if they are at least 8' in height.) Hardyboard or shake shingle siding or other types of wood siding may be allowed by written approval from the Architectural Control Committee. Any of these exterior material requirements may be waived at the discretion of the Architectural Control Committee where the historic style will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification. The minimum roof pitch of the main roof elements shall be 6/12.

If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions.

ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 4.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, AT THE ARCHITECTURAL CONTROL COMMITTEES' DISCRETION, PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE.

5.2 FENCES, WALLS, AND HEDGES: Any fence or wall constructed on any lot shall be approved by the Architectural Control Committee and be constructed in conformity to the following guidelines:

- a. **Material:** All allowed fences or walls shall be of brick, stone, wrought iron, or vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or

unpainted) or concrete block unless approved in writing by the Architectural Control Committee. If vinyl is used, it must be "sand."

- b. **Height:** Any fence, wall, hedge, or other similar dividing structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.
- c. **Location:** Unless approved by the ACC, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot closer than four (4) feet back on the residential structure on said lots. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the residential structure that is furthest from the street. Fences bordering the common areas shall be of the same construction and style as determined by the Architectural Control Committee. Fences along corner property boundaries shall not be permitted to be up against the sidewalk. Said fences shall be at least 1 foot from the sidewalk and shall be located on the owner's property.

5.3 Common Area Fencing. The fencing (currently a 6 foot vinyl privacy fence running on both side of 3200 West as indicated on the Plat shall be erected on the private lots that back 3200 West. It is the homeowner's responsibility to properly maintain the fence. Failure to do so will result in the owners association making the repair and billing the individual lot owner. The fencing west of the entrance shall be erected on the CANAL (NAME) property but shall be the obligation of the owners association to maintain. The Association shall have the obligation of maintaining the fence and to repair and replace the fence as necessary to maintain a clean, neat and uniform appearance. Broken slats, posts or other fence structure shall be repaired in a timely manner.

5.4 DRAINAGE: Generally, and as more specifically depicted on the Plat, the side and rear property lines are deemed drainage easements, and no lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a Lot, the Owner shall ensure adequate provision shall be made for proper drainage. Any fence, wall or structure erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The Owner of the Lot shall continuously maintain the sloped areas of each Lot and all improvements in them, except for those improvements for which a public authority, utility company or the Association is responsible.

5.5 SPECIAL PROVISIONS, CONDITIONS & DISCLOSURES: The Plat also contains descriptions of various easements, easement areas, facilities and other matters which are incorporated in and made a part of this Declaration by this reference. The Property and Lots are subject to the easements and other information set forth on the Plat.

5.6 USE RESTRICTIONS: The use of the Lots and Common Areas are subject to the following use restrictions:

- a. **Land Use.** Each lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any structure or building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Architectural Control Committee in writing. No Lot shall be further subdivided or partitioned.
- b. **Nuisance.** No Owner or resident, or their family members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.
- c. **Temporary Structures.** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee, although the Developer may install and use temporary structures in the development of the Property and marketing of the Lots.

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

- d. **Out Buildings.** It is understood that any out buildings such as swimming pool and dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and are approved by the ACC.
- e. **Energy Conservation Equipment.** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the ACC.
- f. **Commercial or Business Use.** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons who do not reside in the Property coming onto the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the ACC. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other

than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a home on a Lot shall not be considered a trade or business within the meaning of this subsection.

- g. **Storage and Parking of Vehicles.** The parking of vehicles and other mobile objects in the Property shall be subject to the parking rules and regulations adopted by the Board from time to time. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be routinely or consistently stored on driveways or on the streets of the Property. Such vehicles that are properly licensed and in running condition may be stored on side of home if properly screened from view. The Architectural Control Committee must approve the acceptability of the screening structure. Unlicensed vehicles or vehicles that are not in running condition must be stored inside the garage. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any other Lot, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on the street or on or about any of the Common Areas or, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.
- h. **Aerials, Antennas, and Satellite Systems.** No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the ACC. New digital satellite style "mini-dishes" are excluded from this provision, and do not require ACC approval. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.
- i. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale; or signs (of any size) used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the ACC in writing.
- j. **Pets.** No more than two (2) domestic pets (i.e. dogs, cats) are allowed per Lot unless the Management Committee grants a variance in writing. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or about the property. Residents with pet(s) shall abide by the pet rules and regulations adopted by the Board from time to time. No pet may be allowed to become a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a dwelling and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets which can be heard from the inside of an other dwelling between the hours 10:00 pm and 6:30 a.m. Pets, which constitute a nuisance, by noise, odor or

danger to the Owners in the opinion of the Management Committee, must be removed from the Property.

No dog will be allowed to roam unattended in South Fields. Dogs shall be kept in the house, a dog run or kennel. All dog runs or kennels shall be screened off and out of the direct view from any street, and should be in the rear yard of the home. Dogs shall be on a leash and under the direct control and supervision of the owner at all times.

- k. **Laws.** Nothing shall be done or kept in, on or about any Lot or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- l. **Damage or Waste.** No damage to, or waste of, the Common Area shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee; provided, however, that this provision shall not apply to Declarant absent gross negligence by the Declarant.
- m. **Common Area Structural Alterations.** No structural alteration to the Common Area or facilities is allowed without the prior written consent of the Board.
- n. **Repair of Buildings & Improvements.** No building(s) or improvement(s) upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- o. **Mail Boxes.** The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city as to location due to the fact that there is not a sidewalk found on some sides of the road. The Owner is solely responsible to obtain instructions for proper mailbox location and restrictions from said entities.
- p. **Refuse & Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers provided by the City of South Jordan. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- q. **Excavations & Completing Improvements.** No excavation shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

5.7 LANDSCAPING: Initial landscape requirements are as follows: The Owner shall landscape all front and side yards (to the rear of the home) in a manner accepted and approved by the ACC and consistent with similar subdivisions in the area. The owner shall begin landscaping within 3 months of builder's receipt of a Certificate of Occupancy from South Jordan City, or in the event that weather doesn't permit commencement of landscaping to begin, the owner shall begin by April 1st. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of

commencement. Initial landscaping of the Common Areas shall be exempt from these time restrictions.

The Owner may be required to submit two (2) sets of plans to include all front and side landscaping plans detailing all trees, plants, and grass locations; planters, rocks, berms, and retaining locations to be used before the review process can commence. The ACC shall have the authority to disapprove any landscape practices including but not limited to extraordinary landscape treatments (i.e. lava rock gardens in front yards or park strips or other similar practices inconsistent with similar upscale subdivisions). The ACC will respond with an approval or disapproval as required in these covenants in writing within fourteen (14) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within fourteen (14) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with said restrictions and covenants should not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee. A landscaping plan may be required sooner if the ACC deems necessary as a part of approving the architectural style of the home as found in Section 5.1 above.

Any trees planted within public rights-of-way shall comply with South Jordan City's Ordinances and Approved Tree Species List (if applicable &/or required). Each owner must plant a minimum of two 2" caliper trees in the front yard or park strip found on the above referenced South Jordan City Approved Tree Species List within the prescribed time allotted to complete the initial landscaping requirements. The ACC shall have authority to specify and limit the type and placement and/or removal of trees and other foliage. All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the ACC.

ARTICLE VI – ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant shall establish and the Association (through the Board) shall, at the time of its initial organization, adopt such operating budgets for the Property as are reasonably necessary to commence operations and to execute all of the Association's responsibilities hereunder. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein and in the Bylaws of the Association: (a) Regular Assessments; (b) Extraordinary Assessments; and (c) Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the expenses necessary to repair and maintain the Common Areas by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Lot as provided in herein, the Declarant shall have no responsibility for any charges other than on Lots that Declarant still owns upon conversion of its Membership to Class A membership in the Association.

6.2 PURPOSE OF ASSESSMENT. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of all the residents for the improvement and maintenance of the Common Area, and for the common benefit of the Property. The Regular Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Areas which must be replaced on a periodic basis, creation of an adequate contingency reserve, major maintenance reserve, and/or sinking fund for maintenance and repairs of all Common Areas, located within the Property as shown on the Plat.

6.3 REGULAR ASSESSMENTS. Until the end of the Association's fiscal year immediately following the closing of the sale of the first Lot, the annual maximum Regular Assessment per Lot shall be such amount as is set forth in the project budget prepared by Declarant, payable in quarterly installments, or such other billing period as the Board determines from time to time. Each Lot's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Unit at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association.

6.4 EXTRAORDINARY ASSESSMENTS. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, all Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of over sixty percent (60%) of the voting power of the Association.

6.5 SPECIAL ASSESSMENT. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws, including actual attorneys' fees and costs of the Association.

6.6 COMMENCEMENT OF ASSESSMENT; DUE DATES. The initial assessment for each Lot shall be collected at closing and be prorated through the end of the calendar year in which the Lot is acquired. Except as provided in above, the Regular Assessments provided for herein shall commence as to all Lots on the first day of the year following closing of the sale of the first Lot in the Project. Due dates of Assessment shall be the first day of each calendar quarter or such other billing period as the Board may determine from time to time. No notice of such Assessment shall be required other than an annual notice setting forth the amount or the periodic Assessment.

6.7 TRANSFER OF LOT BY SALE OR FORECLOSURE. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall

extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens arising prior to recording of the mortgage). Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the prior record Owner(s) for unpaid Assessments. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

6.8 ENFORCEMENT OF ASSESSMENT OBLIGATIONS: PRIORITIES: DISCIPLINE. All charges, fees and/or assessments due hereunder shall be paid and received by the tenth (10th) day of the month. If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on the Lot 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 institutional first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale of said Owner's Lot, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney's fees and costs, and may temporarily suspend the Association membership rights of a Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

6.9 LOT 1 DETENTION AREA . Declarant hereby declares that a detention basin has been located in Lot 1. The Owner of Lot 1 shall be required to maintain the detention basin, as required under the provisions of this Declaration and as required by the local rules and ordinances governing detention basins. In the event that the Owner of Lot 1 fails to so maintain its Lot or the detention basin located on Lot 1, the Association shall have the right, but not the obligation to maintain the detention basin as required hereunder and pursuant to the local rules and ordinances governing detention basins, and all costs related thereto, including any attorney's fees and costs, will be deemed a Special Assessment to be assessed against the Owner of Lot 1.

ARTICLE VII - EASEMENTS AND UTILITIES

7.1 ACCESS, USE AND MAINTENANCE EASEMENTS. Declarant expressly reserves for the

benefit of the Declarant and Owners, reciprocal, non-exclusive easements for access, ingress and egress over all of the Common Area for their use and enjoyment, which easements shall be deemed granted by Declarant to the Members. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Lot. Declarant also expressly reserves for the benefit of the Board and all agents, officers and employees of the Association, nonexclusive easements over the Common Area and all Lots and buildings located thereon as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area shall be appurtenant to, binding upon, and shall pass with the title to every Lot conveyed.

7.2 ENCROACHMENTS AND UTILITY EASEMENTS. Each Lot is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, cable television, and other utility lines and services ("Utilities"), as may be deemed appropriate to service the Property.

7.3 OWNERS' RIGHTS AND DUTIES WITH RESPECT TO UTILITIES. The rights and duties of the Owners of Lots with respect to utilities shall be as follows:

7.3.1 Whenever Utilities are located or installed within the Project, which connections, or any portion thereof, lie in or upon or beneath Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lot or to have the utility companies enter upon the Lot in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

7.3.2 Whenever Utilities are located or installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

7.3.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written

request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

ARTICLE VIII - GENERAL PROVISIONS

- 8.1 ENFORCEMENT:** The Declarant, Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 8.2 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- 8.3 APPEAL:** Exceptions to the strict interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the ACC.
- 8.4 TERM:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- 8.5 AMENDMENT:** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by any Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of (a) Declarant (so long as Declarant owns any Class B memberships) and (b) Members of the Association representing not less than sixty-seven percent (67%) of the all votes of the Association. Any amendment approved shall be written, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand as of the date first set forth above.

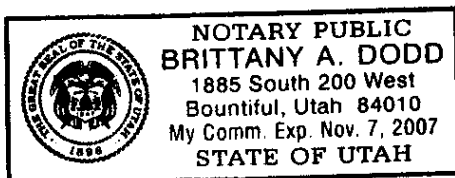
DECLARANT:

South Fields, LLC

By: _____

Robert Miller, Managing Member

On the 29 day of JUNE, 2004, personally appeared before me ROBERT MILLER, who being by me duly sworn did say that he is a Managing Member of SOUTH FIELDS, LLC, that he signed the foregoing instrument by proper authority, both in its capacity as a corporation, and in its capacity as member manager of said Limited Liability Company and the said H. Ernie Smith, duly acknowledged to me that said corporation and Limited Liability Company executed the same.



Signed: _____

NOTARY PUBLIC

Residing at _____

Brittany A. Dodd
DAVIS COUNTY, VT

My commission expires _____

NOV. 7, 2007