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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****JONES FARM SUBDIVISION PHASE 2**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JONES FARM SUBDIVISION PHASE 2 (this "Declaration") is made the 5th day of May, 2005, by JSB Corporation, a Utah Corporation ("Declarant"), for and on behalf of itself and its successors and assigns.

RECITALS

- A. Declarant is the owner of the real property located in the City of South Jordan, County of Salt Lake, State of Utah, that is more particularly described as All of Lots #201 through #249, inclusive, Jones Farm Subdivision Phase 2, according to the official plat thereof. Formally parcel #27-17-200-012
- B. Declarant desires to construct a residential subdivision of single family dwellings.
- C. Declarant deems it necessary and desirable to subject such property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

DECLARATION

NOW THEREFORE, in consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I**DECLARATION**

The Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, assessments, charges and liens, which shall run with the Property and bind all parties having any right, title or interest in the Property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

ARTICLE II**DEFINITIONS**

2.01. **Basic Definitions.** For purposes of this Declaration, the following terms shall have the meanings indicated:

- (a) "Articles" means the Articles of Incorporation of the Association, as the same may be amended from time to time.
- (b) "Assessment" means an Initial Assessment, a General Assessment, a Special Assessment or a Default Assessment levied pursuant to Article VII below.

(c) "Assessment Lien" means the statutory lien of the Association on a Lot described in Section 7.09 below.

(d) "Association" means Jones Farm Home Owner's Association, Inc. a Utah nonprofit corporation, its successors and assigns.

(e) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as they may be amended from time to time.

(f) "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.

(g) "Common Maintenance Areas" means the land area described in Section 3.02 for which the Association is responsible to maintain.

(h) "Common Expenses" means (i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, maintaining, repairing, altering and improving the Common Maintenance Areas; (B) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (C) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (D) regulating and managing the Project; and (E) operating the Association; and reserves for any such costs, expenses, liabilities and replacement of improvements to Common Maintenance Areas.

(i) "Declarant" means JSB Corporation, a Utah Corporation, and its successors and assigns.

(j) "Declarant Control Period" has the meaning to such term in Section 6.02 below.

(k) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Jones Farm Subdivision Phases 2, as they may be amended from time.

(l) "Default Assessments" has the meaning given to such term in Section 7.07 below.

(m) "Eligible Holder" means a Person who holds, insures or guarantees a First Mortgage and has delivered a written notice to the Association, containing such Person's name and address and the legal description and address of the Lot encumbered by the First Mortgage held, insured or guaranteed by such Person.

(n) "Executive Board" means the Board of Trustees of the Association.

(o) "First Mortgage" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(p) "First Mortgagee" means any Person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

(q) "General Assessment" means an Assessment levied against a Lot pursuant to Section 7.05 below.

(r) "Initial Assessments" means Assessments levied against a Lot pursuant to Section 7.04 below.

(s) "Lot" means an individual parcel of property as shown on the official plat of the Jones Farm Subdivision Phase 2 designated by numbers from 201 to 249, inclusive, and the future Jones Farm Subdivision Phase 3 designated by a numbers 301 to 336, inclusive, which are intended for the construction of a residential home.

(t) "Map" means the Record of Survey Map of Jones Farm Subdivision Phases 2 and Jones Farm Subdivision Phase 3 attached as Exhibit "A" hereto and made a part hereof, as the same may be amended from time to time.

(u) "Membership" means a membership in the Association and the rights granted to Owners pursuant to this Declaration, the Articles and the Bylaws to participate in the Association.

(v) "Mortgage" means any mortgage, deed of trust or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

(w) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

(x) "Owner" means the record holder of legal title to the fee simple interest in any Lot, with or without a house, or portion thereof. If there is more than one record holder of legal title to a Lot, each record holder shall be an Owner.

(y) "Person" means any natural person, corporation, partnership, limited liability company, association, trustee or any other entity recognized as being capable of owning real property under the laws of the State of Utah.

(z) "Project" means Jones Farm Subdivision Phase 2 and Jones Farm Subdivision Phase 3.

(aa) "Property" means the real property located in the City of South Jordan, County of Salt Lake, State of Utah, that is described on Exhibit "A" attached hereto and made a part hereof.

(bb) "Purchaser" means a Person, other than Declarant or a Successor Declarant, who by means of a transfer, acquires legal title to the fee simple interest in any Lot or portion thereof.

(cc) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Project, as the same may be amended from time to time.

(dd) "Shares of Common Expenses" means the share of Common Expenses allocated to each Lot in accordance with the terms and conditions of Section 7.02 below.

(ee) "Special Assessments" has the meaning given to such term in Section 7.06 below.

(ff) "Special Declarant Rights" means the rights reserved by Declarant for itself, its successors and assigns in this Declaration.

(gg) "Successor Declarant" means any Person who succeeds to any rights of Declarant hereunder.

(hh) "Transfer Assessments" means Assessments levied against a Lot pursuant to Section 7.04 below.

(ii) "Trustee" means a duly elected or appointed member of the Executive Board.

2.02. Gender and Number. Wherever the context of this Declaration so requires, (a) words used in the masculine gender shall include the feminine and neuter genders; (b) words used in the neuter gender shall include the masculine and feminine genders; (c) words used in the singular shall include the plural; and (d) words used in the plural shall include the singular.

ARTICLE III

LOTS AND COMMON MAINTENANCE AREAS

3.01 Lots. Declarant hereby designates Forty Nine (49) Lots which may be used for the construction of single family homes within the Project, the boundaries and identifying numbers of which are shown on the Map.

3.02. Description of Common Maintenance Areas. The Common Maintenance Areas shall consist of three Areas. Area 1 includes all land within lots #201 through #210, inclusive, Jones Farm Subdivision Phase 2 and lots #301 through #309, inclusive, Jones Farm Subdivision Phase 3 within the boundary of the permanent easement in favor of Salt Lake County Water Conservancy District and the adjacent city improvements, including the sidewalk and park strip, along 10200 South in South Jordan City.

Area 2 includes the land between the curb and the sidewalk on the east side of lot 201 Jones Farm Subdivision Phases 2 and the land between the curb and the sidewalk on the west side of lot 202 Jones Farm Subdivision Phase 2.

Area 3 includes the land west of Lots #309 to #313, inclusive, to the land owned by the State of Utah Department of Transportation, known as Bangerter Highway, which includes the permanent easement in favor of the United States Department of Interior Bureau of Reclamation.

3.03. Ownership of Common Maintenance Areas. The Common Maintenance Areas shall be owned by different owners as follows: That portion of Area 1, that lies within the right-of-way of 10200 South as described in Section 3.02, is owned by the City of South Jordan. The remaining property is owned by the owners of the individual Lots within this Area.

Area 2, as described in Section 3.02, is owned by the owners of lots 201 and 202 Jones Farm Subdivision Phase 2.

Area 3, as described in Section 3.03, shall be owned by the Jones Farm Home Owner's Association. The Association has the right to deed this land to another entity but remains responsible to maintain this property unless the City of South Jordan waives its maintenance requirement.

3.04. Real Property Taxes. The owner of each property within the Common Maintenance Area is responsible to pay their own property taxes. Taxes due on property owned by the Association shall constitute Common Expenses, and shall be paid with funds from the General Assessments referred to in the Declaration.

ARTICLE IV

THE ASSOCIATION

4.01. Formation of the Association. On or before the date on which Declarant conveys the first Lot within the Project to a Purchaser, Declarant shall form the Association.

4.02. Purposes and Powers.

(a) The Association's purposes are (i) to manage, operate, construct, improve, alter and maintain the Common Maintenance Areas; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; and (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes, and (ii) exercise all powers that may be exercised in Utah by nonprofit corporations.

4.03. Association Documents.

(a) The obligations, burdens and benefits created by this Declaration touch and concern the Property and are, and shall be, covenants running with each Lot for the benefit of all other Lots and the Common Maintenance Areas. The Association and each Owner shall comply with and benefit from each term, provision, covenant, condition, restriction, reservation and easement contained in the Association Documents.

(b) In the event that there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. In the event that there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. In the event of any conflict or inconsistency between the terms and conditions to the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

4.04. Books and Records. Upon request the Association shall allow Owners, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

4.05. Personal Liability and Indemnification.

(a) To the full extent permitted by applicable law, no Trustee or officer, who was appointed by Declarant, shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such Trustee or officer, unless a court of competent jurisdiction finds that such Trustee or officer breached a fiduciary duty that such Trustee or officer owed to the Association or an Owner.

(b) To the full extent permitted by applicable law, no Trustee or officer of the Association, who was not appointed by Declarant, and no employee, agent or committee member of the Association shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such Trustee or officer, employee, agent or committee member, unless a court of competent jurisdiction finds that the act or omission of such Trustee or officer, employee, agent or committee member was wanton and willful.

(c) The Association shall indemnify and hold each present or former Trustee or officer, employee, harmless agent or committee member against any and all claims, suits, proceedings, injuries, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and disbursements, asserted against or incurred by any such present or former Trustee or officer, employee, agent or committee member to the fullest extent permitted by the Association Documents; provided, however, that in no event shall the Association indemnify or hold harmless any such Trustee or officer, employee, agent or committee member to the extent that he or she is personally liable for an act or omission under paragraph 4.05(a) or paragraph 4.05(b) above.

ARTICLE V

MEMBERSHIP IN THE ASSOCIATION

5.01. Membership.

(a) There shall be one Membership appurtenant to every Lot. A Membership may not be separated from the Lot to which it is appurtenant.

(b) Any Membership appurtenant to a Lot having more than one Owner shall be shared by such Owners.

(c) A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Lot to which the Membership is appurtenant. Any transfer or encumbrance of a Membership other than as permitted in this paragraph 5.01(c) shall be void and have no force or effect.

5.02. Voting.

(a) Each Membership shall be entitled to one vote, regardless of the number of Owners of the Lot to which the Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a Lot cannot agree among themselves as to how to cast their vote when they are required to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made to the chairperson of the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such votes shall be counted and all of such votes shall be deemed null and void.

(b) In any election of Trustees to the Executive Board, every Membership shall have the number of votes equal to the number of Trustees to be elected to the Executive Board by such election. Cumulative voting shall not be allowed in the election of Trustees to the Executive Board or for any other purpose.

(c) Notwithstanding the terms and conditions of paragraph 5.03(a) above, the Association shall have no voting rights for any Membership appurtenant to any Lot owned by the Association.

ARTICLE VI

EXECUTIVE BOARD

6.01. Powers of the Executive Board.

(a) Except as provided in this Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Association in all instances.

(b) The Executive Board may not act on behalf of the Association to (i) amend this Declaration; (ii) terminate the Project; (iii) elect Trustees to the Executive Board, other than to fill a vacancy for the unexpired portion of a Trustee's term; or (iv) determine the qualifications, powers and duties, or terms of office, of Trustees.

6.02. Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 6.02(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Trustees and officers during the Declarant Control Period. The term "Declarant Control Period" means the period commencing on the date on which Declarant forms the Association and ending on the earliest to occur of: (i) Ninety days after conveyance to Purchasers of all of the Lots created by Declarant hereunder; or (ii) Sixty days after fifty percent of the homes built on the Lots in the subdivision are occupied.

(b) Declarant may voluntarily surrender its right to appoint and remove Trustees and officers prior to the expiration of the Declarant Control Period.

(c) Not later than the expiration of the Declarant Control Period, the Owners shall elect an Executive Board of at least three Trustees, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Trustees shall take office upon election.

6.03. Removal of Members of the Executive Board. Notwithstanding any provision of this Declaration or any other Association Document to the contrary, the Owners, by a vote of at least 67 percent of all Memberships represented (in person or by proxy) and entitled to vote at any meeting at which a quorum is present, may remove any Trustee, with or without cause, other than a Trustee appointed by Declarant.

ARTICLE VII

ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01. Obligations for Assessments.

(a) Declarant, for each Lot it owns, hereby covenants and agrees, and each Owner, by accepting a deed to a Lot (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all (i) Initial Assessments; (ii) General Assessments; (iii) Special Assessments; (iv) Default Assessments; and (v) other charges that the Association is required or permitted to levy or impose on such Owner or such Owner's Lot pursuant to this Declaration or any other Association Document with the exception of Lots 215 and 216 Jones Farm Subdivision Phase 2 during the time they are being used as a storm water retention pond for the project. If in the future South Jordan City releases Lots 215 and 216 from being a retention pond they will become subject to all Assessments and charges stated above.

(b) No Owner, except as provided in paragraph 7.01(a), shall be exempt from liability for any such Assessment or other charge by waiving the use or enjoyment of the Common Maintenance Areas or any portion thereof, or by abandoning a Lot against which such Assessments or other charges are made.

(c) Except as provided in this paragraph 7.01(c) and paragraph 7.09(a) below, the obligation to pay to the Association any Assessment or other charges levied against any Lot shall be a joint and several obligation of the Owner or Owners of such Lot and such Owner's or Owners' successors, assigns, heirs, devisees and personal representatives. A Person acquiring fee simple title to a Lot shall be jointly and severally liable with the former Owner of the Lot for all Assessments and other charges that had accrued and were payable when such Person acquired fee simple title to the Lot, for so long as such Person holds fee simple title to the Lot.

(d) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other charge, including reasonable attorneys' fees and disbursements, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.02. Shares of Common Expenses.

(a) Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated equally among all Eighty Three numbered Lots in Jones Farm Subdivision Phase 2 and Jones Farm Subdivision Phase 3, excluding Lots 215 and 216 until they are no longer used as a storm water retention pond, at which time the Common Expenses shall be allocated equally among all Eighty Five numbered Lots.

(b) Initially the Shares of Common Expenses allocated to the Lots within the Project are one eighty third, or 1.2048 percent. If in the future Lots 215 and 216 are no longer used as a storm water detention pond the Shares of Common Expenses allocated to the Lots will be one eighty fifth, or 1.1765 percent.

(c) If any Lots are added to or withdrawn from the Project, the Shares of Common Expenses for all Lots within the Project after such addition or withdrawal shall be recalculated.

(d) Until the Association levies an Assessment, Declarant shall pay all Common Expenses. The Association may levy its first Assessments within sixty days after the first Lot is conveyed to a Purchaser.

7.03. Budgets.

(a) Prior to the first levy of a General Assessment, and, thereafter, the Executive Board shall adopt a proposed annual budget for the Association for the following year, which proposed budget shall include, among other things, set forth (i) the Executive Board's estimates of Common Expenses for the next calendar year; (ii) the Executive Board's estimates of amounts required to be placed in a reserve fund for operation, maintenance, repair and replacements of Common Maintenance Areas, (iii) the Executive Board's estimate of real property taxes, (iv) the amount of funds for such Common Expenses and reserves that the Executive Board proposes to raise through General Assessments; and (v) the amount of funds for such Common Expenses and reserves that the Executive Board proposes to raise through Special Assessments. The Executive Board shall deliver a summary of the proposed budget to all Owners with the notification of the annual meeting of the Owners to consider ratification of the proposed budget. In the event that the proposed budget is rejected, the annual budget last ratified by the Owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

(b) If the Executive Board deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under paragraph 7.03(a) above, the Executive Board may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than fourteen days, nor more than sixty days, after the delivery of the summary of the proposed amendment. Unless at that meeting a majority of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed amendment, the proposed amendment shall be deemed ratified.

7.04. Initial and Transfer Assessments. Upon the first purchase of each Lot by a Purchaser other than Declarant, there shall be automatically levied a one-time assessment against such Lot in the amount of \$100 (an "Initial Assessment"). The Declarant shall pay \$100 of the Initial Assessment and the Purchaser shall pay \$100 of the Initial Assessment. Each Initial Assessment shall be due and payable in full on or before the date upon which the first purchase of the Lot to which the Initial Assessment relates is consummated. The Association shall hold all of the Initial Assessments in a reserve to pay Common Expenses and other expenses of the Association if other funds of the Association are not available to pay the same.

7.05. General Assessments.

(a) After the Owners ratify an annual budget under paragraph 7.03(a) above, the Association shall levy an assessment for Common Expenses and reserve funds (a "General Assessment") on each Lot. The amount of the General Assessment to be levied against a Lot shall equal the product obtained by multiplying (i) the amount set forth in the annual budget ratified by the Owners as the amount of Common Expenses and reserve funds to be raised by General Assessments, by (ii) that Lot's Share of Common Expenses. The Owners shall pay the General Assessments levied against their respective Lot within 30 days of receiving notice.

(b) If the Owners ratify an amendment to the General Assessment portion of an annual budget pursuant to paragraph 7.03(b) above, the amount of the General Assessment levied against each Lot shall be adjusted accordingly, as shall the amount of each Owner's periodic installments.

(c) The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of the Owners' liability for the Share of Common Expenses allocated to such Owner's Lot.

7.06. Special Assessments.

(a) The Assessments that the Association may levy pursuant to this Section 7.06 are referred to in this Declaration as "Special Assessments."

(b) Notwithstanding anything to the contrary contained in Section 7.05 above, if any Common Expense benefits fewer than all of the Lots, the Association may levy an Assessment for such Common Expense exclusively against the Lots benefited thereby, equally or in any other equitable proportions as the Association deems appropriate.

(c) Each Special Assessment levied against any Lot shall be shown on an annual budget, or on an amendment to an annual budget, ratified by the Owners in accordance with Section 7.03 above, and shall be paid as and when required by the Association.

7.07. Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by (i) the negligence or misconduct of an Owner or an Owner's family member, employee, agent, lessee or guest, or (ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's family member, employee, agent, lessee or guest, the Association may levy an Assessment against such Owner's Lot for the amount of such Common Expense. Any such Assessment levied by the Association, and each fine, penalty, fee or other charge imposed upon an Owner for the violation of any covenant or condition of any Association Document by an Owner or an Owner's family member, employee, agent or guest, referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, ratified by the Owners in accordance with Section 7.03 above.

(c) With respect to any Default Assessments, or portion thereof, levied other than as a late charge, the Owner of the Lot against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Lots against which Default Assessments have been levied shall pay such Default Assessments when required by the Association.

7.08. Assignment of Assessments. The Association shall have the unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise.

7.09. Assessment Lien.

(a) The Association shall have a statutory lien on each lot for any Assessment levied against that Lot and any interest, attorneys' fees and disbursements and costs of collection imposed against its Owner under any Association Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Lot except: (i) tax and special assessment on the Lot in favor of any assessing Lot or special improvement district; and; (ii) liens and encumbrances recorded prior to the recordation of a notice of the Assessment Lien which by law would be prior to subsequently recorded encumbrances.

(c) This Section 7.09 does not prohibit (i) actions or suits to recover sums secured by an Assessment Lien, or (ii) the Association from taking a deed in lieu of foreclosure.

(d) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums due to the Owner with respect to the Lot. A court may order the receiver to pay any sums collected by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(e) An Assessment Lien may be enforced by sale or foreclosure of the applicable Lot by the Association or Executive Committee, which sale or foreclosure shall be conducted in substantially the same manner as power of sale foreclosures of deeds of trust.

7.10. Estoppe Certificates: Notices to Mortgagors.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee, upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen calendar days after the Association's receipt of the request and shall be binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, then the Association shall have no right to assert an Assessment Lien upon the Lot for unpaid Assessments which were due as of the date of the request.

(b) The Association shall report to any Mortgagee any unpaid Assessments remaining unpaid for more than sixty days after the same shall have become due, if such Mortgagee first shall have delivered to the Association a written request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment with respect to such Lot, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as a lien of the Mortgage held by such Mortgagee.

ARTICLE VIII

MAINTENANCE OF COMMON MAINTENANCE AREAS

8.01. Maintenance of Common Maintenance Areas.

(a) Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Maintenance Areas, including the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Maintenance Areas as is deemed necessary and appropriate. In this regard the Association shall:

(i) construct, modify, add to, replace or renovate any improvements that are located on, or constitute a part of, any Common Maintenance Areas including the mowing, fertilizing, and weed control of the lawn areas and maintenance of the sprinkler systems subject to the conditions set forth by the easements in favor of the United States Department of Interior Bureau of Reclamation and the pipeline agreement in favor of the Salt Lake County Water Conservancy District;

(ii) plant and replace trees, shrubs and other vegetation on any Common Maintenance Areas; any Common Areas subject to the conditions set forth by the right of way in favor of the United States Department of Interior Bureau of Reclamation and the pipeline agreement in favor of the Salt Lake County Water Conservancy District;

(iii) take any other actions that the Association deems necessary or advisable to protect and maintain the Common Maintenance Areas;

(iv) clean, maintain and repair, if needed, the sound wall adjacent to the west Common Maintenance Area along Bangerter Highway.

(b) The maintenance, operation and management of the Common Maintenance Areas must comply with the requirements set forth as part of the Jones Farm Subdivision Phase #2 and Jones Farm Subdivision Phase 3 approval granted by South Jordan City.

(c) Notwithstanding anything in the Association Documents to the contrary, the Association shall not, during the Declarant Control Period, construct, modify, add to, replace or renovate any improvements that are located on, or constitute a part of, any Common Maintenance Areas without obtaining the prior consent of the Declarant.

ARTICLE IX

INITIAL CONSTRUCTION OF COMMON MAINTENANCE AREAS

9.01. Declarant's Construction Rights. Declarant shall have the sole and exclusive right to construct and install all initial improvements to the Common Maintenance Area.

9.02. Nature of Improvements. Improvements shall include landscaping, sprinkler systems, fences, and such other improvements as may be identified in the Landscape plan for the project as approved by the City of South Jordan and the Jordan Valley Water Conservancy District who manages the pipeline agreement and right -of-way.

ARTICLE X

PERMANENT EASEMENT

10.01 Existence of a Permanent Easement. The Association acknowledges the existence of permanent easements in the majority of the Common Maintenance Areas which were granted to the Salt Lake County Water Conservancy District in 1997 and recorded as entry number 6618725 in the Salt Lake County Recorder's Office on April 14th, 1997 and to the United States Department of Interior Bureau of Reclamation in 1971 and recorded as entry number 2423260 in the Salt Lake County Recorder's Office on November 26th 1971. The easements limit the uses, construction, landscaping and improvements that can be made within the Common Maintenance Areas. The Association agrees to abide by the terms of the easements.

10.02 Future Construction. The Association recognizes the right of the Salt Lake County Water Conservancy District, or assigns, to construct, operate, maintain, repair, inspect, remove and replace pipelines used in the conveyance of water within the permanent and temporary easements. The District is also responsible to restore the land as near as reasonably possible to its pre-construction condition as stated in the easement documents.

ARTICLE XI

COVENANTS, CONDITIONS AND RESTRICTIONS

11.01. Residential Area Covenants

(a) Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages attached to the house. Three car attached garages are required unless approved by Declarant. All construction to be of new materials, except that used brick may be used with prior written approval of the City of South Jordan and the Declarant. Rear detached garages in addition to those on the home are acceptable if approved by the city building requirements, do not interfere with easements or right of ways, and have the same exterior material requirements as the home.

(b) Dwelling Size & Quality, etc.: The main floor of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet for ramblers, multi-level homes not less than 2100 square feet and two-story homes not less than 2600 square feet above grade with the exception of Lot #308 which shall be not less than 1600 square feet for ramblers, multi-levels not less than 2000 square feet and two-stories not less than 2200 square feet above grade. The total livable space must be at least 3000 square feet in any home. Exterior materials must include only brick, stone, or stucco. Siding may be used only on soffet and fascia. The roof must have a minimum 5/12 pitch and be shingled with a minimum 25 year architectural shingle. The home must rest on a permanent, pre-poured concrete foundation. All other requirements regarding setbacks, side yards and other related items to be per South Jordan City.

(ii) Fences may not be constructed of wire or chain link.

(iii) Other than household pets, animals are not allowed including horses, chickens, pigeons, pigs, etc.

(iv) Landscaping must be completed in the front yard of a home within one year of occupancy of the home including underground sprinkler system.

ARTICLE XII

EASEMENTS AND RESERVATIONS

12.01. Declarant's Easements Over Common Maintenance Areas. Declarant hereby reserves for itself, its successors and assigns an easement over, across, through and under the Common Maintenance Areas to (i) discharge Declarant's obligations under this Declaration; (ii) exercise any of Declarant's rights under this Declaration; and (iii) make improvements within the Project or within the Additional Property or any other real estate which may be added to the Project by Declarant under this Declaration.

12.02. Association's Easements Over Common Maintenance Areas. Declarant hereby grants the Association an easement over, across, through and under the Common Maintenance Areas to (a) exercise any right held by the Association under this Declaration or any other Association document, and (b) perform any obligation imposed upon the Association by this Declaration or any other Association Document.

12.03. Recorded Easements. The Property shall be subject to all easements shown on any recorded plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration.

ARTICLE XIII

INSURANCE

13.01. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, committee member, employee or agent of the Association, or who was or is serving at the request of the Association as a Trustee, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be deemed appropriate by the Board.

13.02. Payments and Premiums. All insurance premiums for insurance maintained, pursuant to this article shall constitute Common Expenses, and shall be paid with funds from the General Assessments referred to in the Declaration.

ARTICLE XIV

ENFORCEMENT AND REMEDIES

14.01. Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Maintenance Areas shall be enforceable by Declarant or any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Lot shall be enforceable by the Association by (i) a proceeding for injunctive relief; (ii) a suit or action to recover damages; and/or (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and such Owner's family members, tenants and guests from the use of any Common Maintenance Areas and from the participation in any Association affairs. In addition, if an Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefore from the Association.

(ii) The Association may, after notice and an opportunity to be heard, assess the Owner a Special Assessment in an amount not to exceed 30% of the Owner's General Assessment for the year for each violation. The Owner shall pay any such Special Assessment to the Association within thirty days after the Owner receives a written invoice for the Special Assessment from the Association.

(iii) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(c) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

14.02. Attorneys' Fees. In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees and disbursements.

14.03. Interest. If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of twelve (12) percent per annum from the due date of such unpaid amount until the date paid.

ARTICLE XV

TERM AND AMENDMENTS

15.01. Term. The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until this Declaration is terminated pursuant to Section 15.02 below.

15.02. Termination. The Owners may terminate the Jones Farm Home Owners Association only upon approval by the South Jordan City Council relieving the Association of the responsibility to maintain the Common Maintenance Areas.

15.03. Amendments.

(a) The Owners may amend any provision of this Declaration at any time by a vote of at least 67 percent of all Memberships except the Owners may not amend any provisions that would reduce or eliminate the maintenance of the Common Maintenance Areas as required by South Jordan City with approvals of the Project unless first approved by the South Jordan City Council. If the necessary votes and consents are obtained, the Association shall cause to be recorded with the Recorder for Salt Lake County, Utah, an amendment to this Declaration.

(b) Declarant may amend this Declaration as expressly provided herein, without the approval of the Owners.

ARTICLE XVI

MISCELLANEOUS

16.01. Interpretation of the Declaration. Except for judicial construction, the Association, by its Executive Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court-of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

16.02. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provisions hereof.

16.03. Disclaimer of Representations. Notwithstanding, anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Project can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that if such land is once used for a particular use, that such use will continue in effect.

16.04. Reference to Declaration and Deeds. Deeds to and instruments affecting any Lot or any other part of the Project may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

16.05. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder, provided that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

16.06. Captions and Titles. All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

16.07. Notices. If notice of any action or proposed action by the Executive Board or any committee or if any meeting is required to be given to any Owner by law, this Declaration or any other Association Document, then, unless otherwise specified herein or in any other Association Document, such notice requirement shall be deemed satisfied if such notice of such action or meeting is published once in any newspaper in general circulation within the Salt Lake County, Utah. This section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other matter.

ARTICLE XVII

REGISTERED AGENT

JSB Corporation, a Utah Nonprofit Corporation is initially designated as the person to receive service of process on behalf of the Project. JSB Corporation's address is 225 South 200 East, Suite 300, Salt Lake City, Utah 84111. The Executive Board may change its designation of this registered agent as it may deem appropriate. To effectuate a change in the registered agent, the Executive Board must record a notice of change of registered agent with the Salt Lake County Recorder.

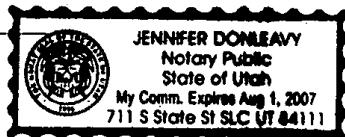
IN WITNESS WHEREOF, the Declarant has hereunto caused its name to be signed by the signature of its duly authorized agent as of the day and year first written above.

JSB Corporation,
a Utah Corporation

By: Victor Barnes

Its: President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 5 day of May, 2005, by
Victor W Barnes, the duly authorized President of JSB Corporation, a Utah Corporation.

[SEAL]

John D. Schubert
Notary Public

Residing at: SALT LAKE COUNTY

My Commission Expires: 9/10

LIST OF EXHIBITS

EXHIBIT A	-	Record of Survey Map (Plat) of the Property
EXHIBIT B	-	Right of Way in Favor of the United States Department of Interior Bureau of Reclamation
EXHIBIT C	-	Pipeline Agreement in favor of the Salt Lake Valley Water Conservancy District

JONES FARM SUBDIVISION PHASE 2

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

AREA 1

AREA 2

AREA 3

AREA 4

AREA 5

AREA 6

AREA 7

AREA 8

AREA 9

AREA 10

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AREA 273

EXHIBIT 'B'

R4-61 (Rev. 2-7-1)
Bureau of Reclamation
Page 1 of 4

Nov. 26 1971

Parcel(s) No(s). JA-130(E), JA-139(T)
D33-77-1-1-1-1
Contract No. 14-61420-588

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Jordan Aqueduct, Ronneyville Unit

Central Utah Project

CONTRACT COMPENSATING LANDOWNER FOR GOVERNMENT
USE OF RESERVED RIGHT-OF-WAY

THIS CONTRACT, made this 26th day of October, 1971,
in pursuance of the Act of June 17, 1962 (32 Stat. 353), and acts
amendatory thereof or supplementary thereto, and the Act of September 2,
1964 (78 Stat. 804), referred to as Public Law 88-561, between the
UNITED STATES OF AMERICA, referred to as the United States, represented
by the Officer executing this contract, his duly appointed successor, or
his duly authorized representative, and KENNETH L. JONES and RUTH STAUFFER
JONES, husband and wife.

• POOR COPY •
CO. RECORDER

referred to as the Landowner, his heirs, successors and assigns;

WITNESSETH, That:

WHEREAS, under and pursuant to the Act of August 30, 1890
(26 Stat. 391), the land hereinafter described is subject to a
reservation to the United States of a right-of-way for ditches and
canals constructed by authority of the United States, and Public
Law 88-561 provides that notwithstanding such reserved right-of-way,
just compensation shall be paid for the use of such land:

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. The land through which the United States is exercising said reserved right-of-way is situated in the County of Salt Lake, State of Utah, described as follows, to wit:

(See attached Continuation Sheets of Article 1 for land descriptions and Articles 1a, 1b, 1c, and 1d.)

BK 9127 PG 2349

(Continuation sheet of Article 1)

Parcel No. JA-139(E)

A parcel of land in Salt Lake County, Utah, in the North half of the North half (N 1/2 S 1/2) of Section 17, Township 3 South, Range 1 West, Salt Lake Aqueduct, Utah, containing Two and Sixty-three hundredths (2.63) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 89°24' East Twenty-five and Eight-tenths (25.8) feet along the section line from the North quarter corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 813,591.42 and East 1,867,762.35. Said point lies at Jordan Aqueduct Centerline Station 920+33.50; thence North 89°24' West Twenty (20.0) feet along the North line of said Section 17; thence South 00°25' East Three hundred Fifty-five and Eight-tenths (355.8) feet; thence South 00°24' East Five hundred Twenty-five (525.0) feet; thence South 21°46' East four hundred Eighty-three and Six-tenths (483.6) feet, more or less, to the South line of the North half of the North half (N 1/2 S 1/2) of said Section 17; thence South 89°23' East Twenty-one and Four-tenths (21.4) feet along said subdivision line, more or less, to Jordan Aqueduct Centerline Station 916+481.76; thence continuing along said subdivision line South 89°23' East Thirty-two and One-tenth (32.1) feet; thence North 10°50' West Nine hundred Ninety-two and Seven-tenths (992.7) feet; thence North 00°25' West Three hundred Fifty-four and Nine-tenths (354.9) feet, more or less, to the North line of said Section 17; thence North 89°24' West Thirty (30.0) feet, more or less, along said section line, to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the North quarter corner of said Section 17 has plane grid coordinates North 813,591.55 and East 1,867,736.51 and the Northeast corner of said Section 17 has plane grid coordinates North 813,563.79 and East 1,870,385.99.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .9997575.

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CO. RECORDER

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JULY 1977

(Continuation sheet of article 1 continued)

The following described lands will be used for construction purposes during construction of the Jordan Aqueduct and appurtenant structures.

Parcel No. JA-139(T)

A parcel of land in Salt Lake County, Utah, in the North half of the North half (N 1/2 N 1/2) of Section 17, Township 3 South, Range 1 West, Salt Lake Meridian, Utah, containing Three and One-tenth (3.10) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 89°24' East Twenty-five and Eight-tenths (25.8) feet along the section line from the North Quarter corner of said Section 17, said point has U.S.C. & G.S. plane grid coordinates North 813,591.52 and East 1,867,762.35 and lies at Jordan Aqueduct Centerline Station 539+34.50; thence North 89°24' East Twenty-five and Eight-tenths (25.8) feet, more or less, along the section line to the North Quarter corner of said Section 17; thence continuing along the section line North 89°44' West Sixty-one and Two-tenths (61.2) feet; thence South 00°25' East Three Hundred Fifty-six and Six-tenths (356.6) feet; thence South 00°24' East Five Hundred Twenty-five (525.0) feet; thence South 21°19' East Four Hundred Eighty and Eight-tenths (480.8) feet, more or less, to the South line of the North Half of the North Half (N 1/2 N 1/2) of said Section 17; thence along said South line South 89°23' East Ninety-three (93.0) feet, more or less, to Jordan Aqueduct Centerline Station 916+81.75; thence continuing South 89°23' East Sixty-seven and Three-tenths (67.3) feet; thence North 10°57' West Nine Hundred Ninety-three and Seven-tenths (993.7) feet; thence North 00°25' West Three Hundred Fifty-four and Four-tenths (354.4) feet, more or less, to the North line of said Section 17; thence along said North line North 89°24' West Sixty-three (63.0) feet, more or less, to point of beginning. Containing Five and Seventy-three Hundredths (5.73) acres, more or less, excepting herefrom Two and Sixty-three Hundredths (2.63) acres, more or less, described as Parcel No. JA-139(F); the net area being Three and One-tenth (3.10) acres, more or less.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the North Quarter corner of said Section 17 has plane grid coordinates North 813,591.55 and East 1,867,762.51, the Northeast corner of said Section 17 has plane grid coordinates North 813,563.79 and East 1,870,385.99, and the Northwest corner of said Section 17 has plane grid coordinates North 813,604.16 and East 1,865,089.33.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .9997575.

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(Continuation sheet of Article I continued)

1a. The Landowner, for himself, his successors and assigns, agrees that, within the right-of-way described herein: (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement of materials upon the area shall be subject to the approval of the United States, its agent, or assignee; and (iii) future easements to third parties are subject to the rights of the United States herein referenced and the Landowner agrees to give the United States advanced written notice of any such future easements.

1b. The United States, at its sole cost and expense, will: (i) replace or repair with materials of like kind and equal quality any existing fences, ditches, pipelines, driveways or roadways, including appurtenances thereto, damaged or destroyed by construction, operation and maintenance of the Jordan Aqueduct and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks within the right-of-way; (iii) replace topsoil within the right-of-way.

1c. The United States agrees that if damage occurs to crops, lawns, shrubs, or other landscaping within said right-of-way as a result of and during construction, operation and maintenance of said ditches and canals and appurtenant structures, (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States, or (ii) the United States will, at its option, make replacement or repair with materials of like kind and equal quality.

1d. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities during construction of the aforesaid ditches and canals whenever use of existing irrigation facilities is disrupted by said construction.

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CO RECORDER

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2. The United States agrees to pay the Landowner the sum of THREE THOUSAND THREE HUNDRED EIGHTY-SIX and 25/100 Dollars (\$3,386.25), by Treasury Warrant or Disbursing Officer's check, as full payment and complete compensation required under Public Law 88-561 for utilizing said reserved right-of-way, including any severance damages. Payment shall be made upon approval by the United States of the title of the Landowner.

3. The Landowner covenants that he is the owner of the property subject to the reserved right-of-way described in Article 1 above, and upon request by the United States will procure and have recorded all deeds or other assurances of title and affidavits and other evidences of title which, in the opinion of the United States, is necessary to show good title unencumbered in the Landowner to such property.

4. The Landowner hereby ratifies and confirms the right-of-way described in Article 1, as reserved to the United States under the Act of August 30, 1890 (26 Stat. 391). ~~notwithstanding any other provision in this instrument~~ Unless it is otherwise provided herein, the Landowner, on behalf of himself, his heirs and assigns, releases, acquires, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance of the works thereon.

5. The United States will procure, at its own expense, any abstracts, title insurance, or statements of title necessary to show good title in the Landowner.

6. Liens or encumbrances against the land through which said right-of-way runs may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the payment price and the same discharged with the money so retained, but this provision shall not be construed to give precedence to any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

7. The Landowner warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Landowner upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Landowner for the purpose of securing business.

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8. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By Leigh J. Holmes
Regional Supervisor of Water and Land Operations, Bureau of Reclamation, Region 4

K. M. Jones
Landowner

Leigh J. Holmes
Landowner

Landowner

Landowner

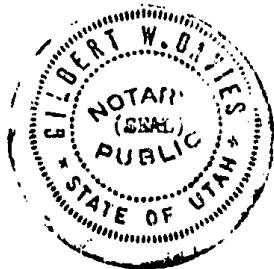
R4-61 (Rev. 2-71)
Bureau of Reclamation
Page 4 of 4

STATE OF UTAH)
COUNTY OF SALT LAKE) SS
)

On this 26th day of October, 1971,
personally appeared before me

Kenneth L. Jones and Ruth Stauffer Jones, husband and wife,
to me known to be the individual, or individuals, described in and
who executed the within and foregoing instrument, and acknowledged
that signed the same as free and voluntary act
and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.



Bert W. Davis
Notary Public in and for the State of
Utah
Residing at Lake Point, Utah
My Commission Expires: May 12, 1975

220 3rd Street

WHEN RECORDED PLEASE RETURN TO:

EXHIBIT 'C'

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT
P.O. BOX 70
WEST JORDAN, UTAH 84084-0070

PIPELINE AGREEMENT

6618725
04/14/97 1:06 PM**NO FEE**
NANCY WORKMAN
RECODER, SALT LAKE COUNTY, UTAH
SL CO WATER CONSERVANCY DIST.
8215 S 1200 W
WEST JORDAN, UT 84088
REC BY:B ROME ,DEPUTY - MP

THIS AGREEMENT is made between Ruth S. Jones, individually, and Ruth S. Jones as Trustee of the Kenneth L. Jones Trust (collectively referred to as "Grantor") and the Salt Lake County Water Conservancy District, a water conservancy district organized under the law of the State of Utah ("Grantee").

RECITALS:

A. Grantee is authorized by law to obtain easements and to construct water works facilities and pipelines within them;

B. Grantee intends to install water pipeline(s), water system equipment and associated appurtenances (collectively referred to as "pipeline(s)") within the lands of Grantor;

C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual underground pipeline(s) easement together with a right-of-way in, on, over, under, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

TERMS:

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

SLCWCD NO. 95CI103A-48,50

1. Grantor grants to Grantee an exclusive permanent easement in, on, under, across and through the land of Grantor for the conveyance of water to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of pipeline(s) to and from adjacent property. The easement is described in attached Exhibit 1 and is referred to as the "Easement Property".

2. Grantor grants to Grantee a permanent right-of-way in, on, over, across and through the Easement Property for vehicular and pedestrian access, ingress and egress to and from adjacent property, and for use of existing roads to access the Easement Property and the right-of-way. The description of the right-of-way is identical to the description of the Easement Property in attached Exhibit 1.

3. Grantee may place in the Easement Property such air vents, water vents, valves and other structures as are reasonably necessary for the normal operation and maintenance of the pipeline(s).

4. (a) Grantor grants to Grantee an additional temporary construction easement for access, ingress and egress to and from adjacent property, and to do all things reasonably necessary for the construction, installation and placement of the pipeline(s). The temporary easement shall adjoin the West and South sides of the Easement Property as follows:

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The West line of the temporary easement is twenty feet (20.0') distant from and parallel with (including extensions and projections) and westerly of the West line of the Easement Property which parallels 3200 West Street, and the East line of the temporary easement is identical in description to the West line of the Easement Property.

The South line of the temporary easement is twenty feet (20.0') distant from and parallel with (including extensions and projections) and southerly of the South line of the Easement Property which parallels 10200 South Street, and the North line of the temporary easement is identical in description to the South line of the Easement Property.

(b) The term of the temporary easement shall begin upon commencement of construction of the pipeline(s) and shall expire upon Grantee's successful, final testing of the pipeline(s) and restoration of the surface of the Easement Property, but in no event shall the term extend later than fifteen (15) years from the date Grantor executed this Agreement.

5. During initial construction and installation of the pipeline(s), Grantee shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within 30 days from the date of completion of Grantee's successful, final testing of the pipeline(s), Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil, reseed the area within the Easement Property with

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native grass seed and otherwise restore the land as near as reasonably possible to its pre-construction condition and to the reasonable satisfaction of Grantor.

6. Any damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement and maintenance of Grantee's pipeline(s) shall be repaired as near as reasonably possible to its pre-construction condition.

7. Grantee shall be required, at its sole expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any and all fencing belonging to Grantor which is damaged as a result of construction and installation of Grantee's pipeline(s). All such work shall be completed by Grantee within 30 days from the date of completion of Grantee's successful, final testing of the pipeline(s).

8. (a) Grantor shall have and maintain a limited right to occupy and use the surface of the Easement Property.

(b) Grantor shall not build, install or otherwise place upon the Easement Property any permanent structure, including but not limited to masonry fences or buildings, which unreasonably interferes with, or renders more difficult or expensive, Grantee's use of the right-of-way and/or easements granted under this Agreement or otherwise violates the terms of this Agreement. Upon demand of Grantee, any prohibited structure shall be removed immediately by Grantor from the Easement Property.

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(c) Grantor shall not plant trees or shrubs with root zones which would contact or interfere with Grantee's pipeline(s) or use of the right-of-way granted in this Agreement.

(d) Following construction of the pipeline(s), Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

(e) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements, but only upon the prior written consent of Grantee, which consent will not be unreasonably withheld.

9. Grantor shall not grant additional easements, licenses or rights-of-way within the Easement Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld. If Grantee consents to the placement of utilities within the Easement Property by third parties or by Grantor, Grantee shall have the right to modify alignments and depths of those utilities in order to maintain a corridor practical for Grantee's pipeline(s) and to ensure protection of the pipeline(s) following construction.

10. Within thirty (30) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Eighty-Eight Thousand Five Hundred Fifty Dollars (\$88,550.00) to Grantor as consideration for this Agreement.

2025 RELEASE UNDER E.O. 14176

11. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

12. This Agreement may be amended or terminated only by written instrument executed by all parties.

13. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

14. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

15. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

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16. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

17. Any party may record this Agreement.

DATED: 3-24-97

GRANTOR:

Ruth S. Jones
RUTH S. JONES, INDIVIDUALLY

DATED: 3-24-97

KENNETH L. JONES TRUST

By: Ruth S. Jones, trustee
Ruth S. Jones, Trustee

DATED: 4/2/97

GRANTEE:

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT

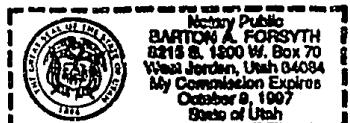
By: Gerald K. Maloney
Gerald K. Maloney
Its Chairman and President

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STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of
March, 1997, by Ruth S. Jones.

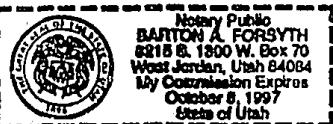
Commission expires: October 8, 1997



STATE OF UTAH)
COUNTY OF SALT LAKE)

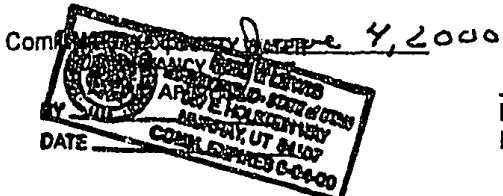
The foregoing instrument was acknowledged before me this 24th day of
March, 1997, by Ruth S. Jones as Trustee of the Kenneth L. Jones Trust.

Commission expires: October 8, 1997



STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2^d day of
April, 1997, by Gerald K. Maloney, as Chairman and President of the
Salt Lake County Water Conservancy District.



Barton A. Forsyth
NOTARY PUBLIC
Residing in West Jordan, Utah

Barton A. Forsyth
NOTARY PUBLIC
Residing in West Jordan, Utah

G. K. Maloney
NOTARY PUBLIC
Residing in SALT LAKE COUNTY, UT

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EXHIBIT 1

A strip of land (Easement Property) in those portions of Grantor's land (Sidwell No. 27-17-200-014) situated in Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land (Easement Property) being more particularly described as follows:

Parcel No. 48:

Beginning on the South line of the North half of the Northeast quarter of said section 17 at a point that is S 0°00'15" E along the section line 1328.38 feet, more or less, and S 89°39'50" W 25.00 feet more or less from a county monument at the Northeast corner of said Section 17, said section corner bears N 0°00'15" W (basis of bearing) 2656.76 feet from a county monument at the East Quarter Corner of said Section 17; thence N 89°39'50" W 50.00 feet along said North line; thence N 0°00'15" W 202.40 feet, more or less, to the South property line of Randy and Christine Jones as described in that certain warranty deed as recorded in the office of the Salt Lake County Recorder on December 28, 1976 in Book 4431, page 327, thence S 89°39'00" E 50.00 feet, more or less, thence S 0°00'15" W 202.386 feet, more or less, to the point of beginning:

Contains 0.2323 acre.

Parcel No. 50:

Beginning at a point that is S 0°00'15" E 25.00 feet along the section line and N 89°41'01" W 25.00 feet, more or less, from a county monument at the Northeast corner of said Section 17, said section corner bears N 0°00'15" W (basis of bearing) 2656.76 feet from a county monument at the East Quarter Corner of said Section 17; thence S 0°00'15" E 980.985 feet, more or less, to the North property line of Randy and Christine Jones as described in the warranty deed recorded with the Salt Lake County Recorders office December 28, 1976, in book 4431, page 327; thence N 89°39'00" W 50.001 feet along said North line; thence N 0°00'15" W 930.955 feet, more or less, thence N 89°41'04" W 2575.32 feet, more or less, to the West line of the Northeast quarter of said Section 17; thence along said West line N 0°05'10" W 50.00 feet; thence S 89°41'01" E 2625.40 feet, more or less, to the point of beginning.

Contains 4.0821 acres.

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