

City Council Meeting of
April 24, 2019

Item No. 5d

REQUEST FOR COUNCIL ACTION

SUBJECT: Preliminary Development Plan for Brinkerhoff Bluffs PRD (Planned Residential Development with a Senior Housing Overlay).

SUMMARY: Preliminary Development Plan, Brinkerhoff Bluffs PRD w/Senior Housing Overlay; 7653 S. 1300 W.; PRD(M) (SHO) Zone; Gary Cannon (applicant) [Kent Page #17074; #15405; parcels 21-26-351-003, 21-26-351-002, 21-26-351-021]

PLANNING COMMISSION RECOMMENDATION: The Planning Commission forwarded a positive recommendation to the City Council on April 2, 2019 for the Preliminary Development Plan for Brinkerhoff Bluffs PRD(M) (SHO) subject to Conditions of Approval 1-15 on page 2 and 3.

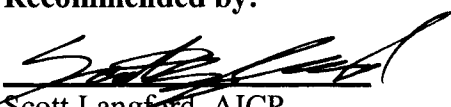
PLANNING STAFF RECOMMENDATION: The Preliminary Development Plan before the City Council substantially meets all Conditions of Approval set forth by the Planning Commission.

MOTION RECOMMENDED: "Based on the information and findings set forth in this staff report and upon the evidence and explanations received today, I move that the City Council approve the Preliminary Development Plan for Brinkerhoff Bluffs PRD located at 7653 S. 1300 West in the PRD(M)(SHO) zone (Planned Residential Development Medium Density – 3.1 – 5.5 units per acre with a Senior Housing Overlay).

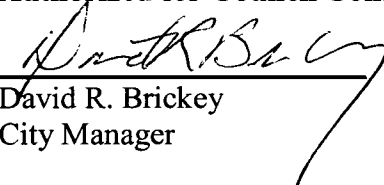
Prepared and to be Presented by:


Kent Page, AICP
Senior Planner

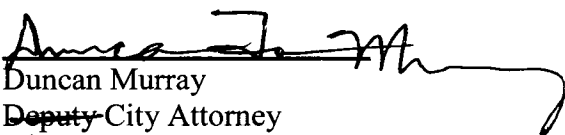
Recommended by:


Scott Langford, AICP
Community Development Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Approved as to form:


Duncan Murray
Deputy City Attorney
Asst.

development, including woodlands, floodplains and natural areas. Use and maintenance is limited to removal of litter and accumulated plant material. Natural waterways are to be maintained as free flowing and devoid of debris. Stream channels shall conform to the city storm water master plan and be maintained so as not to alter base flood elevations.

- ii. Greenways that may include pedestrian ways, bike paths and equestrian trails linking residential areas with other open space uses.
- iii. Recreation areas designed for specific recreational activities such as tot lots, play fields, tennis courts and similar facilities.
- iv. Storm water control and management in conjunction with other allowed uses described in this section.

14. Open Space shall be shown on the final subdivision plat.

15. Density shall be established based on a uniform boundary and acreage for the subdivision and the Open Space established by the above conditions.

I. BACKGROUND:

The proposed project is located on 8.85 mostly vacant acres at 7653 S. 1300 West. North and east of this site is the South Valley Water Reclamation Facility, immediately to the east is the North Jordan Canal, to the south are the apartments under construction, and to the west is 1300 West.

Four structures are planned to be demolished.

Last year, the City changed the future land use and zoning for this property to Medium Density Residential and PRD(M)(SHO). Medium Density Residential for a PRD (Planned Residential Development) is 3.1 to 5.5 dwelling units per acre. The “SHO” is an overlay zone for senior housing.

The Design Review Committee reviewed the proposed preliminary plat on February 26, 2019. The committee made the following recommendation to the Planning Commission:

Bob Bedont moved to forward a positive recommendation to the Planning Commission for Brinkerhoff Bluffs located at 7653 South 1300 West with the addition of addressing the residential off-street and RV parking (whether off-site or not), fencing, consideration of a broader application of a front porch, clarification of density calculation, detail on the landscaping design, and to develop a design checklist for building elevations. The motion was seconded by Spencer Hancock and passed 3-0 in favor. Kim Ratcliffe and Nichole Luthi were absent.

II. GENERAL INFORMATION & ANALYSIS:

The applicant is proposing to develop 23 single family lots and 14 Senior Housing units on 8.85 acres (including 1.947 open space acres) for a density of 4.18 dwelling units per acre.

The lots range in size from 16,680 (Lot 118) square feet to 6,592 (Lot 103) square feet for the single family lots, and 2,160 square feet for each Senior Housing lot. The preliminary subdivision plat is attached as Exhibit D.

The subject property's surrounding zoning and land uses are as follows:

	Future Land Use	Zoning	Existing Land Use
North	Research Park	BR-P	Vacant
South	Transit Oriented Development	P-C	Apartments under construction
East	Parks & Open Land Public Facilities	P-F	North Jordan Canal, South Valley Water Reclamation Facility
West	Medium Density Residential	R-1-8B	Single Family Housing
South west	Low Density Residential	RR-.5D	Single family

III. FINDINGS OF FACT

There are no specific findings of fact for preliminary development plans; however, the 2009 City Code, Section 13-5J-10 does provide guidance on the steps required, and on what is to be included in a development plan for approval. A development plan is to be prepared for each proposed development within the senior housing overlay zone. The development plan shall provide pertinent information relative to public improvements, density, universal design concepts being utilized in the development, development standards and compliance therein, and design criteria. There is no mechanism applicable to this plan for density bonuses, so all amenities should be reviewed as part of the approval process outlined in 15-3-8 (B).

The Preliminary Development Plan for Brinkerhoff Bluffs PRD calls for:

- A consistent theme while providing varying housing types
- Abundant open space and amenities for the benefit of the residences and surrounding neighborhood
- A natural stream and man-made water detention pond (to slow drainage)
- A dog park
- Outdoor furniture
- Pedestrian connectivity to open space on the north and apartments on the south
- Perimeter of property (except dog park) will be fenced with precast concrete; fencing between dog park and 1300 West will be cast iron
- Single family homes will have vinyl fence dividing property lines
- Senior Housing will conform with City requirements (13-6H-10)
- All yards for Senior Housing will be installed and maintained by home owners' association; front yards for Single Family Housing will be installed and maintained by home owners' association.
- All Open Space will be installed and maintained by home owners' association
- All homes will have at least a two-car garage
- Ramblers will have a minimum of 1,500 square feet
- Two-story homes will have a minimum of 1,800 square feet
- The home owners' association will approve all building materials and color; they will meet minimum architectural standards per Code

IV. PRELIMINARY DEVELOPMENT PLAN CONCLUSION:

Staff supports the proposed preliminary development plan for Brinkerhoff Bluffs PRD with Senior Housing Overlay.

V. ATTACHMENT:

Preliminary Development Plan

I:\Planning & Zoning\Users\Sub-Folders - PROJECTS - Subdivisions\Brinkerhoff Bluffs CC - Pre Dev Plan April 17 2019.docx



Tangee Sloan
Deputy City Clerk
8000 South Redwood Road
West Jordan, Utah 84088
(801) 569-5116
Fax (801) 563-4716

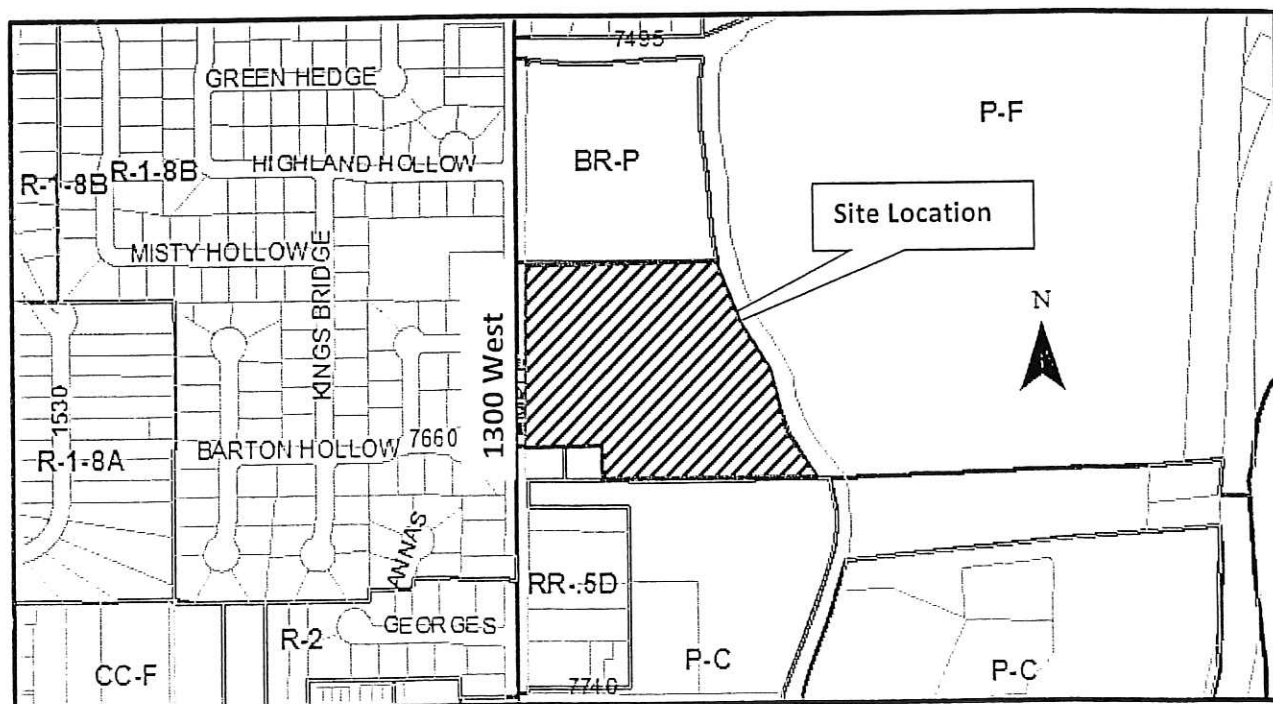
THE CITY OF WEST JORDAN, UTAH
NOTICE OF PUBLIC HEARING

The City of West Jordan City Council will hold a public hearing on **Wednesday, April 24, 2019, at 5:30 p.m.** at the West Jordan City Hall 8000 South Redwood Road, 3rd Floor, Council Chambers, to receive public comments prior to considering a Preliminary Development Plan for Brinkerhoff Bluffs located at 7653 South 1300 West in the PRD (M) (SHO) Zoning District; Cannon & Company/Gary Cannon (applicant). Copies of the City Council agenda packet for the items listed below will be available at the City offices, or on the City Council Agenda webpage the Friday prior to the meeting.

If you have any questions concerning this notice, please contact Kent Page in the West Jordan Planning and Zoning office at (801) 569-5060.

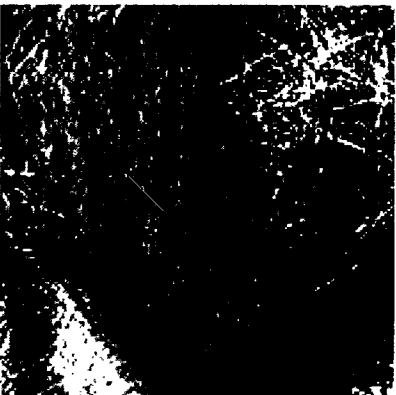
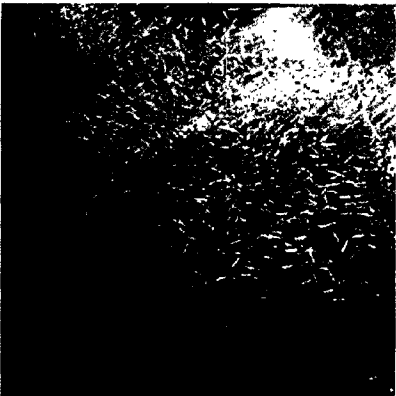
Mailed this 15th day of April 2019

Tangee Sloan
Deputy City Clerk



Items may be moved on the agenda or tabled by the Planning Commission.

The City of West Jordan, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call the City Recorder at 569-5115, giving at least three working days notice.



NATURAL VEGETATION
(TOP TO BOTTOM):

BUFFALO GRASS
WILD RYE
BLUE GRAMA
LITTLE BLUE STEM



April 16, 2019



Brinkerhoff Bluffs

7653 S 1300 W
West Jordan, Utah 84084

A UNIQUE COMMUNITY OFFERING ATTACHED SENIOR-LIVING AND SINGLE- FAMILY CUSTOM HOMES

This Planned Residential Development (PRD) community will consist of 23 single family custom home sites and 14 attached residences restricted to 55 and older active adults on 8.85 acres.

The community will have a consistent theme while providing varying housing types.

There will be abundant open space and amenities for the benefit of the residence and the surrounding neighborhood. There is a natural stream and pond that will be preserved and incorporated into the open space and trail system as well as a dog park and outdoor furniture.

Pedestrian connectivity will be provided to access Garden Village and the Trax station by foot.

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HOA/SHO OCCUPANCY
RESTRICTIONS

1. All units are restricted to a maximum of two bedrooms.
2. All units are to be occupied by, at least one person fifty-five years and older per unit. A unit may be occupied by the surviving member of a household, regardless of age if the qualifying person of fifty-five and older has passed away, providing the surviving member was a resident of the unit at the time of the qualifying person's death.
3. A unit may be occupied by the management, medical, or custodial personnel, and his or her immediate family.
4. All units to have a minimum of a two car garage. ■

Brinkerhoff Bluffs housing has been specifically designed to meet the needs of seniors and to meet the West Jordan City Municipal Code for the SHO District as per West Jordan City Code 13-6H-10.

13-6H-10: Safety Regulations

- A. Housing shall be specifically designed for seniors and include facilities generally associated with the needs and interests of seniors. Universal design or "aging in place" design is a method of design that seeks to create development that can be used by persons of varying levels of physical condition. These design concepts are encouraged to be included in all developments, in addition to those design elements listed in Subsection B of this section. Design concepts which may be incorporated into the project include, but are not limited to, no step building and unit entries, nonslip surface flooring, wheelchair accessibility throughout project and units, grab bars or walls built for later installation of grab bars, lever handle type doorknobs, or emergency signal systems.
- B. The following elements shall be incorporated into all SHO district developments:
1. Wherever steps are located, ramps or elevators shall be provided in addition; as per buyers specific customization requests.
 2. Provide adequate lighting throughout the dwelling unit and grounds;
 3. Pedestrian walkways shall be provided adjacent to streets and drive aisles where buildings are also located adjacent to the street and drive aisle. The pedestrian walkways shall also connect all building/unit entrances with other buildings, recreational facilities, common areas, mailboxes, parking facilities, adjacent transit stops and public sidewalks. Walkways shall be of a material which is easily traversed by those who may have mobility issues. (Ord. 11-03, 2-9-2011)

DENSITY CALCULATIONS

The underlying density range in the PRD M zone is 3.1 to 5.5. We have achieved the density bonus by providing additional open space. Section 13-5C-3 indicates that each 1% additional open space equals 0.25 units per acre. We are providing overall open space of 22%. The minimum required in the PRD zone is 15%. The additional 7% would increase the allowable density to 5.5 and our overall project density is 4.18.

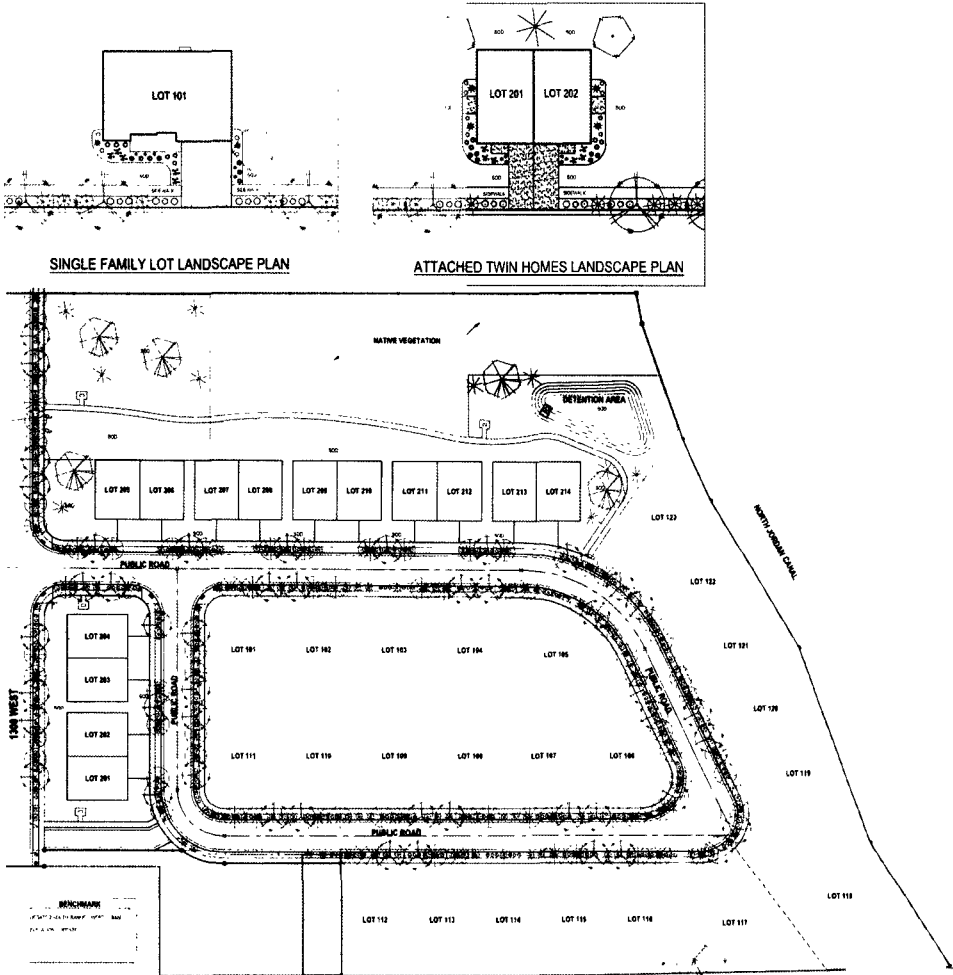
We have included the storm water detention pond in our calculations since it is an amenity and is incorporated into the gathering space and trails systems.

SITE SUMMARY TABLE		
DESCRIPTION	AREA (AC)	PERCENTAGE
TOTAL AREA (EXCLUDING ROW DEDICATION)	8.85	100%
OPEN SPACE	1.94	22%
REQ'D OPEN SPACE		15%
REQ'D DENSITY	3.1 UNITS PER ACRE	
DENSITY BONUS PER 13-5C-8-B1	7% ADDITIONAL OPEN SPACE = 1.75 UNITS/ACRE BONUS DENSITY	
ALLOWABLE DENSITY WITH BONUS	4.85 UNITS PER ACRE	
SINGLE FAMILY LOTS	23	
SHO-3.5 UNITS	14	
TOTAL LOTS	37	
TOTAL DENSITY	4.18 UNITS PER ACRE	
SHO AREA	2.82	
SHO DENSITY	5.34 UNITS PER ACRE	



EXISTING NEARBY TRAIL

SHO SITE PLAN



LANDSCAPING

All SHO attached units will have landscaped front and back yards maintained by the HOA. The single family residences will have front yards installed and maintained by the HOA.

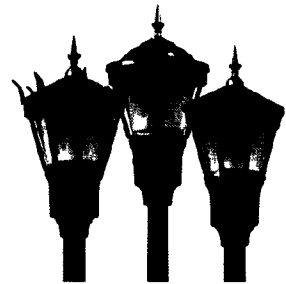
Residents in the single family homes will be required to install their own rear yards within 12 month of occupancy.

All of the open space and amenities will be installed by the developer and maintained by the HOA.

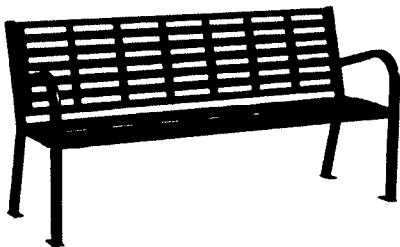
The "open space" will be improved and maintained by the HOA by eliminating "old", "dead", or "unhealthy" vegetation.

Native vegetation will be native grasses, existing trees, and some shrub brush.

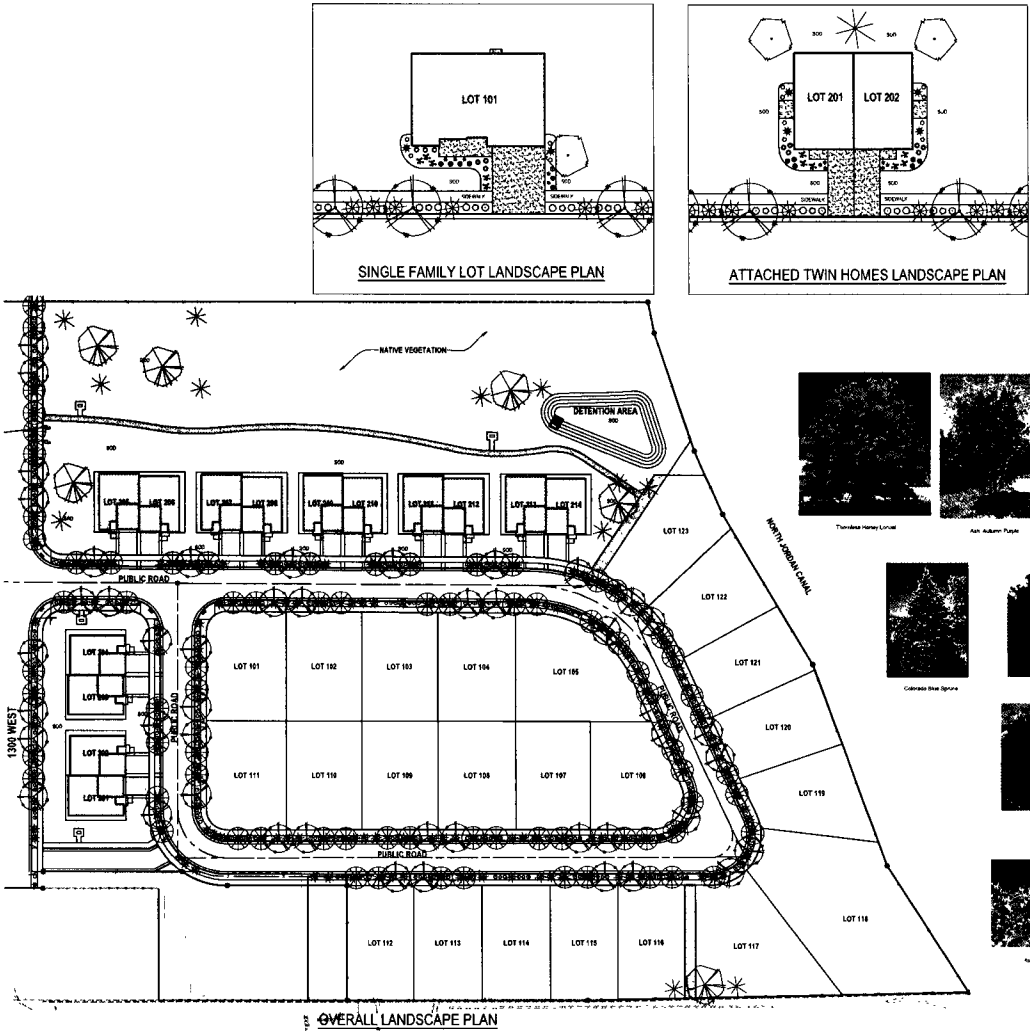
HISTORICAL-STYLE STREET LIGHTS
(CITY WILL MAINTAIN STREETLIGHTS
IN PUBLIC RIGHT-OF-WAY)



LASTING IMPRESSIONS PARK BENCH



8 • BRINKERHOFF BLUFFS



DEVELOPER
GARY CANNON
8001 SOUTH 1900 WEST, SUITE 200
WEST JORDAN, UTAH 84088

HOME DESIGN

All homes will comply with West Jordan City code and requirements.

LAYOUT

- All homes will have a two-car garage, minimum
- Ramblers will have a minimum of 1500 square feet
- Two-story homes will have a minimum of 1800 square feet
- Customization is encouraged
- No identical elevations on adjacent lots.

MATERIAL AND COLOR BOARD SUBMITTAL

As part of the approval process a materials and colors "board" is to be submitted to the HOA Architectural Committee in conjunction with the Preliminary Plan Review. This submittal must include samples, "cut sheets," or detailed information concerning the following:

- Exterior materials as depicted and details on the proposed house plans
- Details on porch columns, windows, doors trim, etc. Roofing material type and color; and
- Colors for field, accents and trim

FRONT ELEVATION

Particular attention must be paid to material choices for the front elevation. A minimum of twenty-five percent (25%) of the front elevation wall area, exclusive of doors and windows, must be either brick or stone. Exception to this requirement may be granted by the AC based on superior architecture, use of materials and appropriate architectural styling.

COLORS

The allowable color palette for Brinkerhoff Bluffs includes low-intensity colors taken directly from the natural surroundings and may include more vivid, primary colors. Fluorescent, unique, or colors not typically found in the natural surroundings are prohibited. Color schemes should vary and contrast with adjacent houses. All exterior natural wood products must be painted or stained. Other materials such as stone and brick should not be painted or covered with opaque stains. No more than three (3) colors may be used on a single house unless otherwise approved: field color, accent color, and a trim color.

All accessory building are to utilize the same colors as the main building.

MATERIAL TRANSITIONS

All material transitions are to be carefully reviewed, particularly between different elevations of the house. Material terminations to be made at natural boundaries such as corners, differing planes, fence intersections, etc.

ROOFING

Roofing may utilize the following materials based on their applicable limitations:

- Asphalt Shingles:
Architectural or dimensional profiles are allowed with a minimum of a 30-year warranty. With the wide variety of available products, colors, and types, the selected material should be complimentary to the overall architectural styling of the house.
- Cedar Shake:
Allowed.
- Tile:
Use of tile roofing to be based on the overall architectural style of the house and as approved by the Architecture Committee (AC).
- Slate:
Use of slate roofing to be based on the overall architectural styling of the house and as approved by the AC.
- Other Materials:
The use of other roofing materials will be based on approval by the AC.

WALL CLADDING

Exterior walls may utilize the following materials based on their applicable limitations:

- Acceptable application of product based on architectural style.
- Limited: The application of the product should be minimized unless approved by the HOA Architectural Committee. Such approval will be based on actual material, architectural style and integration with others elected materials.
- Review: Use of these products require specific approval by the HOA Architectural Committee. Such approval will be based on actual material, superiority of material, architectural style and integration with other selected materials.

	MAIN WALL			SOFFITS, FASCIA, COLUMNS	ACCENT GABLES	FOUNDATION
	FRONT ELEVATION	SIDE ELEVATION	REAR ELEVATION			
CLADDING						
BRICK	■	■	■			■
STONE (NATURAL & ARTIFICIAL)	■	■	■			■
STUCCO	■	■	■	REVIEW	REVIEW	■
CEMENT FIBER BOARD						
LAP SIDING	■	■	■		■	
BOARD & BATTEN	LIMITED	■	■		■	
SHAKE	LIMITED	LIMITED	LIMITED		■	
PLAIN or BEADED				■	■	
TRIM or SPECIALTY				■	■	■
ENGINEERED WOOD						
LAP SIDING	■	■	■		■	
BOARD & BATTEN	LIMITED	■	■		■	
SHAKE	LIMITED	LIMITED	LIMITED		■	
PLAIN or BEADED				■	■	
TRIM or SPECIALTY				■	■	
NATURAL WOOD (STAINED)					■	
ALUMINUM				■		



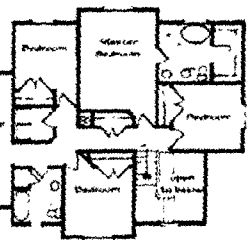
FLOOR PLANS HOMES



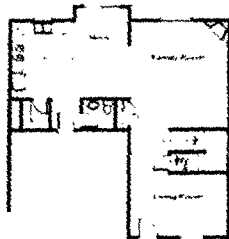
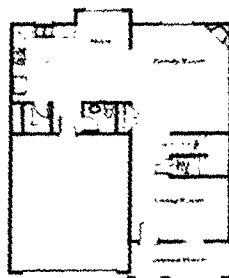
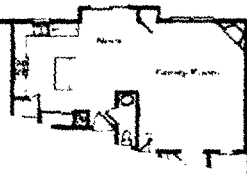
SAVANNAH

FINISHED SQ FT PER SIDE: 1,908
TOTAL SQ FT PER SIDE: 2,964

BEDROOMS: 3
FULL BATHS: 2
HALF BATHS: 1
STORIES: 2



Upper Level



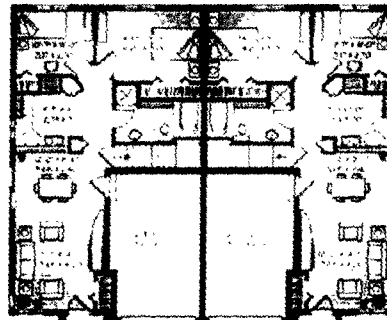
ELEVATIONS and FLOOR PLANS SENIOR ATTACHED HOMES



ASHVILLE

BEDROOMS: 2
FULL BATHS: 2
STORIES: 1

FINISHED SQ FT PER SIDE: 1,593
TOTAL SQ FT PER SIDE: 3,093

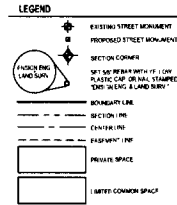
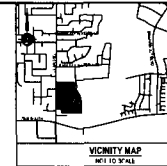


Senior Housing Overlay District: 13-6H-3; B. Design and Materials: All detached single-family buildings shall comply with the masonry requirement found in subsection 13-5B-6A of this title. All attached and multi-family buildings shall incorporate durable materials with sound architectural designs. Building architecture shall incorporate appropriate fenestration and articulation that breaks up large flat walls and creates an inviting residential character. Four (4) sided architecture and façade details specific to a particular architectural style shall be incorporated. (Ord. 11-03, 2-9-2011)

TO BE REPLACED BY FINAL
SUBDIVISION PLAT WHEN
APPROVED

BRINKERHOFF BLUFFS SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASIN & MERIDIAN
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH
PRELIMINARY PLAT



After Recording Return To:

**DECLARATION
OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

**BRINKERHOFF BLUFFS
SINGLE FAMILY HOMES**

[This is a DRAFT version
of the CC&Rs.]

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by Declarant (as defined in Article I) and the undersigned owners, as owners of all of the real property described in Exhibit A attached hereto.

RECITALS

- A. The Declarant and the undersigned owners are the fee simple owners of all of the land described on the plat of Final Plat of Brinkerhoff Bluffs subdivision recorded in the Recorder's Office of Salt Lake County, Utah (the Recorder's Office).
- B. It is the intention of the Declarant and the undersigned owners to develop all of the land described in Exhibit A subject to this Declaration and to ensure a uniform plan and scheme of development, and unto that end the Declarant and the undersigned owners hereby adopt, impose and subject the property described in Exhibit A to certain covenants, conditions, restrictions and easements as set forth herein: (1) to provide for uniformity in the development of the Lots (capitalized terms are as hereinafter defined) in the Community, and (2) to provide, for the benefit of the Owners, the preservation of the value and aesthetics of the Community and to establish easements, rights and obligations, including the creation of a Design Review Committee (DRC) with the powers of administering architectural and design restrictions and guidelines during the period of development of the Community.

NOW, THEREFORE, the Declarant and undersigned owners hereby declare that the Recitals above are incorporated into this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions restrictions and easements hereinafter set forth:

**ARTICLE I
DEFINITIONS**

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

- 1.1 "Builder" means an Owner of one or more Lots upon which no Living Unit has been constructed and for which a certificate of occupancy has not been issued.
- 1.2 "Community" means all of the land described in Exhibit A and any property subjected to this Declaration at any time after recording of this Declaration pursuant to the provisions of Article VI below.
- 1.3 "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Design Guidelines, and as defined or dictated by the DRC from time to time.
- 1.4 "Declarant" means Concord Homes, LLC, and any successor or assign thereof:
- (1) to whom all, or substantially all, of its right, title and interest in the Property is conveyed, or (2) to whom it shall expressly transfer, set over and assign all, or substantially all, of its right, title and interest under this Declaration.
- 1.5 "Design Guidelines" means those architectural and design restrictions, rules and regulations adopted by the DRC from time to time applicable to the Community and which need not be recorded.
- 1.6 "Design Review Committee" or "DRC" means the body which, during the Development period only, has the authority to review and approve proposed design plans and to ensure that all Living Units and other Improvements within the Lots and the Community harmonize with existing surroundings and structures and comply with the applicable provisions of the Governing

Documents over which the DRC is granted authority.

- 1.7 "Development Period" means the time between the date of recordation of this Declaration with the Recorder's Office and the date on which the Declarant no longer owns any portion of the Additional Land or any Lot (as further addressed in Section 6.1 below).
- 1.8 "Governing Documents" means Plats, this Declaration, and the Design Guidelines, all as may be amended from time to time.
- 1.9 "Improvements" means every structure or improvement of any kind, including but not limited to landscaping, sprinkler pipes, Living Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).
- 1.10 "Lot" shall mean and refer to any residential lot or parcel of land upon which a Living Unit is or may be constructed, as shown upon a recorded Plat, including any Improvements thereon.
- 1.11 "Owner" means the record owner of fee simple title to any Lot, as shown in the records of the County Recorder, but does not include a tenant, contract purchaser, or holder of a leasehold interest or person holding only a security interest in a Lot.
- 1.12 "Plat" or "Map" or "Record of Survey Map" (these terms may be used interchangeably herein) means the plat entitled Final Plat Sunset Villas recorded at the Recorder's Office of Utah County, as the same may be amended or substituted, as well as any plat recorded for any other part of the Community as it may be expanded from time to time.

- 1.13 "Property" or "Project" means all of the real property and interests described within the boundaries of the Community, including all Lots, roads, easements, and open space.
- 1.14 "Subdivision" means the real property and interests described in a Plat which property is subject to a Subdivision Declaration.
- 1.15 "Subdivision Declaration" means a declaration of covenants, conditions and restrictions, or similar document, recorded against a Subdivision.
- 1.16 "Unit" or "Living Unit" shall mean any residential dwelling unit in the Community and constructed upon a numbered Lot reflected on a recorded Plat.

ARTICLE II PROPERTY DESCRIPTION

- 2.1 Property Subject to the Governing Documents. The Community (and all parts thereof) is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to the Governing Documents, and all decisions and determinations made by the DRC, which Governing Documents and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Community or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Community or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of each Owner thereof.
- 2.2 Form of Lot Conveyance - Legal Description of Lot. Each conveyance or installment contract for the sale of a Lot and every other instrument affecting title to a Lot shall describe that Lot by including a provision stating that the conveyance is subject to the provisions of this Declaration, as may be amended.
- 2.3 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration or by law, the following easements are hereby reserved for the benefit of Declarant, its successor and assigns, and the Owners:
- 2.3.1 Right of Entry. The DRC and any person authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing review referred to herein and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance and at a time convenient to the Owner. No such entry shall be deemed to
- constitute a trespass or otherwise create any right of action in the Owner of such Lot.
- 2.3.2 Utility Easements.
- 2.3.2.1 Easement. Declarant, its successors and assigns, Builders, any utility provider, each Subdivision, and each Lot Owner shall have a permanent, non-exclusive easement (except to the extent provided otherwise by any separate agreement approved by Declarant) upon, over, under and through all parts of the Community for the installation, maintenance and repair of utilities and Utility Lines as may be reasonably necessary for the development of any part of the Community and as may or may not be designated on a Plat or separate easement.
- 2.3.2.2 Utility Line Defined. Utility Line(s) means: (i) sanitary sewer lines (excluding lateral lines located upon a Lot and utilized solely for the benefit of one building or Living Unit), manholes and other related facilities; (ii) water supply lines (excluding lateral lines located upon a Lot and utilized solely for the benefit of one building or Living Unit), values, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities (excluding any lines beyond a meter); (v) communications transmission lines, sleeves, junction boxes, and other facilities (excluding any facilities located within a building or intended to be used for the sole benefit of an Owner; and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities.
- 2.3.2.3 Limitations. Nothing herein shall be construed as granting any right to connect to any Utility Line which was or is to be

constructed solely for the benefit of single Subdivision or Lot or which would exceed its capacity of supply. Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property. The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may unreasonably interfere with or damage a Utility Line. The easement area within each Lot and all improvements therein shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility provider or other entity is responsible.

ARTICLE III RESTRICTIONS ON USE

- 3.1 Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. No trade, craft, business, profession, commercial or similar activities that cause additional pedestrian or vehicular traffic or create a sight or noise nuisance shall be conducted on or in any portion of the Community.
- 3.2 Lease Restrictions. All leases shall be in writing and be subject to the Governing Documents and any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. No Lot may be leased for an initial term of less than thirty (30) days.
- 3.4 Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Lot or other portion of the Community, nor shall anything be done in or placed upon any part of the Community which interferes with or jeopardizes the enjoyment of other Lots or which is a source of annoyance to residents. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents.
- 3.5 Unlawful Activities. No unlawful use shall be made of the Community or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- 3.6 Rubbish and Trash. No part of the Community may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Community except in a sanitary container as specified by the DRC or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.
- 3.7 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to remain parked upon any part of the Community unless such vehicle is within a garage. A vehicle shall be deemed in an extreme state of disrepair if its presence reasonably offends the occupants of two or more of the other Lots.
- 3.8 Parking of Automobiles and Other Vehicles. Parking of the following: boats; trailers; oversized/commercial vehicles (vehicles wider or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two axles, or vehicles weighing more than 6,000 pounds); vehicles displaying commercial advertising, logos, or business names exceeding three square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle; truck campers; motor homes; RVs; and like vehicles and equipment shall only be allowed for periods of less than 24 hours and for no more than two 24 hour periods in any given seven day period. Such a 24 hour period shall begin upon the first instance of parking of the vehicle and shall expire 24 hours later regardless of whether the vehicle is parked continuously for 24 hours.
- 3.9 Clothes Lines and Materials. No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit, unless in an area reasonably screened from public view. No rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Unit unless
- in an area screened from public view.
- 3.10 Signs. No advertisement or poster of any kind may be posted in or upon the Properties except: (1) not more than one "for sale" or "for rent" sign, not exceeding twenty-four (24) inches square, may be temporarily placed on a Lot; (2) signs may be placed on the Property by Declarant or a Builder as set forth in Article VII.
- 3.11 Antenna and Dish Policy. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas/dishes, one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the dish and any wires are installed so as to not be visible from the streets. If locating the dish so that it is not visible from the streets precludes reception of an acceptable quality signal, the dish shall be installed with the least visibility from the streets possible. Location of an FCC approved dish may not be restricted by the DRC so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the property of another Owner.
- The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. The terms "dish" and "antenna" are to be used interchangeably in the interpretation of the above policy.

ARTICLE IV DESIGN REVIEW AND APPROVAL

- 4.1 Design Review Committee. During the Development Period, the Declarant shall appoint a Design Review Committee (the "DRC"), which shall have the authority during the Development Period to ensure that all parts of the Community, including Subdivisions, Living Units and other Improvements within the Community harmonize with existing surroundings and structures and comply with the applicable provisions of the Declaration over which the DRC is granted authority and with the Design Guidelines. The DRC shall cease to exist after the Development Period, after which time, the provisions of the Governing Documents may continue to be enforced by and among the Lot Owners.
- 4.2 Design Guidelines, Application Procedures. Design and construction of the Lots and Units, Subdivisions and all parts of the Community shall be consistent with and shall comply with the procedures, criteria and requirements set forth in this Declaration and such other building, architectural and design criteria which the DRC is hereby empowered to adopt and amend from time to time, separate and apart from this Declaration and which need not be recorded (referred to as "Design Guidelines" or their equivalent), to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Community, and such application procedures which the DRC is hereby empowered to adopt and amend from time to time. Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction and Improvements within the Project be equal or superior to that utilized for original construction. All Builders and Owners shall comply with and are bound by the requirements and design restrictions herein and in the Design Guidelines.
- 4.3 Standard. Properties within Brinkerhoff Bluffs shall be subject to the requirements of the design standards as specified in the Design Guidelines. In deciding whether to approve or disapprove plans and specifications submitted to it, the DRC shall use its best judgment to ensure that all improvements and construction on Lots within the Community harmonize with existing surroundings and structures and comply with the requirements of this Article IV and the Design Guidelines. The DRC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of engineering, structural safety or conformance with building or other codes. Neither the DRC nor any member thereof shall be liable to any person whatsoever for any loss, damage or injury arising out of, or in any way connected with the performance of the DRC's duties hereunder.
- 4.4 Submission to DRC. No Living Unit, accessory or addition to a Living Unit, structure, building or other Improvement, or Subdivision shall be constructed or maintained, and no grading or removal of natural vegetation shall occur, on a Lot or in a Subdivision unless approved in advance by the Design Review Committee. Such approval shall be solely at the discretion of the DRC as it deems appropriate from time to time.
- 4.5 Fees and Deposits. The DRC may charge and collect a fee for the review of plans for the construction or improvement of a Lot or Subdivision or other Improvement and may require such other fees and deposits as established in the Design Guidelines from time to time.
- 4.6 Application; Plans and Specifications. The Builder or Owner concerned shall submit a written application including a complete set of plans and specifications for the proposed Improvement or Improvements to the DRC by electronic means or otherwise as required by the Design Guidelines (the "Application"). The Application shall consist of, and approval is conditioned upon compliance with, the requirements set forth in the Design Guidelines. Any subsequent changes, improvements, or alterations in such plans must be submitted to the DRC for written approval. The DRC will review the Application in accordance with the procedures in the Design Guidelines.
- 4.7 Denial Authorized in DRC's Discretion. The DRC is expressly empowered and authorized to deny any Application, sketch plan, or construction document for whatever reasons it deems prudent and, in so doing, shall have the right to take into consideration, among other things, the suitability of the proposed Improvement, the materials of which it is to consist of, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said Improvement on the outlook from neighboring properties or the street. Failure of the DRC to act on an application, sketch, plan or other document shall not be deemed to constitute an approval of any act prohibited by the Governing Documents.
- 4.8 Changes or Additional Construction. Any and all exterior changes and additions to the DRC-approved plans which occur before, during or after construction, must be submitted to and approved by the DRC prior to their construction.
- 4.9 Waiver of Requirements. The DRC is authorized, in its sole discretion, to waive or grant exemptions to any provision or

ARTICLE V MAINTENANCE OBLIGATIONS

- 5.1 General. All parts of the Community shall be maintained in good condition and repair by the HOA, and shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Subdivision, Living Unit or Lot.
- 5.2 Snow Removal. The HOA will be responsible for snow removal on streets & sidewalks.
- 4.10 Above Grade Square Footage Requirements.
1. Rambler (single level homes) will have a minimum square footage requirement of 1400 square feet above grade. Two stories will have a minimum of 2,000. This square footage is exclusive of basement.
 2. All homes will have a minimum of an attached 2 car garage.
 3. All homes are subject to all restrictions as set forth by West Jordan City in this zone.
 4. All homes will be made of brick, rock, stucco, stone or Hardie plank or a combination thereof.
 5. All exteriors of homes will consist of 100% masonry with exception to any soffit, fascia and fireplace caps.

ARTICLE VI COMPLIANCE AND ENFORCEMENT

- 6.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of Governing Documents and any applicable state, federal or local statutes, codes, and regulations. Failure to comply therewith shall be grounds for, among other things, an action or suit maintainable by the DRC or an aggrieved Owner.
- 6.2 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the DRC made pursuant to such documents, shall give the DRC the right, but not the obligation, in addition to any other rights set forth in the Governing Documents, or under law, to do any or all of the following after giving notice:
- 6.2.1 Subject to the provisions of this Declaration, to enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, a structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the DRC shall not thereby be deemed guilty of any manner of trespass;
- 6.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings;
- 6.2.3 To record, in the records of the County Recorder, against a Lot as to which a violation exists relating to the land or improvements on the land and the noncompliance of such land or improvements with the Governing Documents, a notice of noncompliance setting forth the thing, condition or violation that exists and thereby providing notice to prospective purchasers and all others of the violation and of the requirement that the violation be remedied by the Owner or future Owner of the Lot.
- 6.3 Action by Owners or DRC. Subject to any limitation imposed under

ARTICLE VII AMENDMENT AND DURATION

- the Governing Documents or Utah law, an aggrieved Owner or the DRC may bring an action against any applicable person to recover damages or to enjoin, abate, or remedy a thing or condition, or otherwise to enforce the Governing Documents, by appropriate legal proceedings. The prevailing party shall be entitled to an award of its attorney fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents.
- 6.4 Injunctive Relief. Nothing in this section shall prevent an Owner, the DRC, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. In such an action, the violation of any provision of the Governing Documents shall be presumed to cause irreparable harm to the Declarant, the DRC and the Owners.
- 7.1 Amendments.
- (a) How Proposed. Amendments to the Declaration during the Development Period shall be proposed to all Owners by and through the DRC upon its own initiative or upon the request of Owners of thirty percent (30%) or more of the Lots, in which case the DRC shall cause the amendment to be proposed to the Owners within 65 days of receipt such request. The DRC shall cause the proposed amendment to be appropriately reduced to writing, which shall then be included in the notice of any meeting at which action is to be taken thereon or attached to any request for vote on or consent to the amendment. The Declaration and the Design Guidelines may be amended after the Development Period if one or more written consents, setting forth the proposed amendment(s), are signed by the members having not less than the minimum voting power that would be necessary to authorize the adoption of the amendments, and carried out according to the requirements of Utah Code Section 16-6a-707 (notwithstanding the fact that the Nonprofit Corporation Act does not otherwise apply).
- (b) Approval Required. This Declaration may be amended, including addition or deletion of any provision whatsoever, if such amendment is approved by either: (1) Owners of sixty percent (60%) of the Lots and, during the Development Period, the Declarant, or (2) during the Development Period, the Declarant. Failure to receive such approval shall make the amendment null and void.
- (c) Execution and Recordation. An amendment which only requires the approval of Declarant shall be effective when executed by Declarant and recorded with the County Recorder. Any other amendment shall not be effective until the amendment and the

- written consents specified in 8.1(a) are recorded with the County Recorder against all applicable Lots.
- 7.2 Duration. The provisions, covenants, conditions and restrictions contained in this Declaration, as amended in whole or in part from time to time as provided above, shall continue and remain in full force and effect until there is recorded an instrument directing the permanent termination of the entirety of this Declaration with no substitution or replacement thereof after the vote and approval of seventy-five percent (75%) of all of the Owners of the Lots and, during the Development Period, of the Declarant. Any such termination shall become effective only if approved and recorded in the manner required for amendments herein.

ARTICLE VIII MISCELLANEOUS PROVISIONS

- 8.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.
- 8.2 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the applicable party, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- 8.3 Lessees and Other Invitees. No damage to, or waste of the Community or any part thereof shall be committed by any Owner or any occupant, guest, invitee, lessee of any Owner or user of the Property, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.
- 8.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant, the DRC or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant, DRC or Owner as to any similar matter.
- 8.5 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in the Governing Documents shall be resolved by the DRC during the Development Period, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Governing Documents and to grant all the powers necessary for administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the DRC. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or

- restricting, the general powers granted to the DRC except where powers are expressly restricted.
- 8.6 Premises Liability. Declarant shall at all times be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Community or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of any part of the Community shall be within, under, and subject to another party—and not Declarant, and an Owner or Builder shall defend, indemnify and hold harmless the Declarant against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor.

END OF DOCUMENT – THE
FINAL VERSION WILL HAVE
SIGNATURES ADDED