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RICHARD T. MAUGHAN  
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After Recording Return to:  
Smith Knowles, P.C.  
Stephen F. Noel  
4723 Harrison Boulevard, Suite 200  
Ogden, Utah 84403

**DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS**

For Hill Farms Subdivision  
Davis County, Utah

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILL FARMS SUBDIVISION (this "Declaration") is made and executed on this 10<sup>th</sup> day of October, 2013, by Legacy Neighborhoods, LLC, a Utah limited liability company (hereinafter "Declarant").

**RECITALS:**

(A) This Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").

(B) Declarant is the owner of certain real property located in Davis County, Utah and more particularly described as follows (the "Property"):

PHASE 1: 11-091-0074  $\frac{1}{2}$  11-731-0101 0102  
11-732-0103  $\rightarrow$  0105  $\frac{1}{2}$  0126  $\rightarrow$  0129

BEGINNING AT A POINT ON THE EAST LINE OF HAVENWOOD ESTATES SUBDIVISION AS RECORDED WITH THE DAVIS COUNTY RECORDER AND ROTATED TO OUR FIELD MEASURED SECTION BEARING, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST ALONG QUARTER SECTION LINE 1984.63 AND NORTH 457.09 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); & RUNNING THENCE NORTH 50°02'03" EAST 1112.45 FEET TO THE WEST LINE OF ANGEL STREET (A 66.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 39°35'42" EAST ALONG SAID WEST LINE (BEING A 33.00 FOOT OFFSET FROM MEASURED CENTERLINE MONUMENTS) 995.74 FEET; THENCE SOUTH 33°09'55" EAST ALONG SAID LINE 35.05 FEET TO THE NORTHEAST CORNER OF LOT 6, CHARLY'S ACRES #2 SUBDIVISION AS RECORDED WITH THE

11-093-0050  
11-091-0070, 0072, 0071

DAVIS COUNTY RECORDER AND RE-ESTABLISHED IN THE FIELD WITH EXISTING CENTERLINE MONUMENTS IN ANGEL STREET; THENCE SOUTH 50°26'59" WEST ALONG SAID NORTH LINE 558.24 FEET TO THE NORTH LINE OF 200 NORTH STREET AND A POINT ON A NON-TANGENT ARC; THENCE SOUTHWESTERLY THE FOLLOWING TWO (2) CALLS ALONG SAID SOUTH LINE AND ALONG THE ARC OF A 994.93 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°05'06" (CHORD BEARS SOUTH 61°29'31" WEST 381.13 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 50°26'59" WEST 180.39 FEET TO SAID EAST LINE; THENCE NORTHWESTERLY ALONG SAID EAST LINE THE FOLLOWING FOUR (4) CALLS: NORTH 39°00'33" WEST 345.09 FEET; NORTH 39°34'41" WEST 211.53 FEET; THENCE NORTH 38°36'17" WEST 121.12 FEET; THENCE NORTH 39°55'11" WEST 271.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,111,337 SQ. FT. / 25.51 ACRES

(C) Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et. seq.* Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. Common Areas are those areas that are depicted as Common Areas in the recorded Plat(s), as well as any future recorded Plat(s).

(D) Declarant reserves the right to develop additional phases within the Undeveloped Land pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et seq.*, which Subdivision does not constitute a cooperative.

(E) Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and otherwise administer and enforce the provisions of this Declaration. For such purposes, contemporaneously with the recording of this Declaration, Declarant will register with the Utah Department of Commerce Hill Farms Subdivision Homeowner Association, Inc. (the "Association").

(F) The Association is governed by the terms of this Declaration, the Articles of Incorporation for Hill Farms Subdivision Homeowner Association, Inc. and the Bylaws for Hill Farms Subdivision Homeowner Association, Inc., which Bylaws are attached hereto as Exhibit "A" and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration.

(G) Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant, any Owner and its successors in interest and by the Association.

(H) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner of a Lot within the Subdivision. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

## COVENANTS, CONDITIONS AND RESTRICTIONS

### ARTICLE I

#### DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Review Board" or "ARB" shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment", "Special Assessment", "Base Assessment," and "Lot Type Assessment" are given those meaning, as set forth herein.

(D) "Articles" shall mean the Articles of the Association, as amended from time to time.

(E) "Association" shall mean HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC., and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC.

(G) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit "B."

(H) "City" shall mean Kaysville City, Utah and its appropriate departments, officials and boards.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(J) "Common Areas" shall mean all property designated on the recorded Plat(s) as Common Area, being intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements thereon and all of the easements appurtenant thereto, including easements for Lanes over individual and applicable Lots. The Association shall maintain the Common Areas.

(K) "Common Expenses" means 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, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declarant" shall mean and refer to Legacy Neighborhoods, LLC, a Utah limited liability company, and its successors and assigns.

(M) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Hill Farms Subdivision, together with any subsequent amendments or additions through

supplemental declarations.

(N) "Dwelling" shall mean the single family residence built or to be built on any Lots, including the attached garage.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Lane(s)" shall mean those roadways which are not depicted as public roadways within the Subdivision and which are typically narrower than the public roadways and which service several of the Lots within the Subdivision along and/or within the back or rear yards of said Lots. The Lanes shall dedicated through an easement as set forth herein and shall be included within the Subdivision Common Area as defined herein.

(Q) "Lot" shall mean any numbered building Lot shown on any official and recorded Plat(s) of all or a portion of the Subdivision.

(R) "Lot Types" the Lots in the Subdivision shall be divided into three separate categories: "Preserve Lots", "Garden Lots", and "Cottage Lots". All Lots are part of the Association and all Lots have equal rights, use and enjoyment of the Common Areas.

(S) "Member" shall mean and refer to every person who holds membership in the Association, including an Owner and the Declarant as set forth herein.

(T) "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

(U) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(V) "Plat(s)" shall mean an official and recorded plat of Hill Farms Subdivision, including all subsequent phases of Hill Farms Subdivision when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(W) "Property" shall have the meaning set forth in the recitals.

(X) "Subdivision" or "Project" shall mean all phases of Hill Farms Subdivision and all

Lots, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property and Undeveloped Land.

(Y) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

(Z) "Undeveloped Land" shall, at any point in time, mean all of the land more particularly described in Exhibit "B" attached hereto and made a part hereof. Declarant's determination as to when any of the land described in Exhibit "B" ceases to be Undeveloped Land shall be conclusive.

## ARTICLE II

### EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by

every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Area for any period during which an assessment on such Owner's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least seventy-five percent (75%) of the Units (not including Units owned by Declarant).<sup>1</sup> No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, including the attic space of any Lot, together with the right to grant to the City and County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

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<sup>1</sup> Declarant shall enjoy this right without limitation generally and these limitations specifically up through transfer of control of the Subdivision as set out in this Declaration.

2.5 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings on Lots, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Lots, or other property in the Project or within any of the Undeveloped Land, (c) improvement of the Common Area, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

2.7 Easement in Favor of Association. The Lots, Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area accessible only from such Lots or Property;
- (c) For correction of-emergency conditions on one or more Lots or on portions of the Common Area accessible only from such Lots or Property;
- (d) For the purpose of enabling the Association, the Architectural Review Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;



(e) For inspection during reasonable hours of the Lots, Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of this Declaration, and the rules and regulations promulgated or approved by the Association.

### ARTICLE III

#### COMMON AREAS

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas are defined above and also consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Subdivision shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

### ARTICLE IV

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### ARTICLE V

#### OWNERS

5.1 Owner shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board, the lessee (rather than the fee owner) will be considered the Owner.

## ARTICLE VI

### LOT TYPES

6.1 The Project, which may be developed in phases as set forth herein, shall be comprised of three separate and distinct Lot Types: "Preserve Lots", "Garden Lots", and "Cottage Lots". All Lots are part of the Association and all Lots have equal rights, use and enjoyment of the Common Areas.

(A) Preserve Lots – Lots belonging to the Preserve Lots are those Lots identified in Exhibit "C" attached hereto.

(B) Garden Lots - Lots belonging to the Garden Lots are those Lots identified in Exhibit "C" attached hereto.

(C) Cottage Lots - Lots belonging to the Cottage Lots are those Lots identified in Exhibit "C" attached hereto. The Association will maintain the landscaping of the Cottage Lots, which shall be limited to mowing and edging/trimming the lawns, and also shall be responsible for snow removal from the private driveways and sidewalks of the Cottage Lots, which expense will be born by the Association.

## ARTICLE VII

### MEMBERSHIP

7.1 One (1) membership in the Association shall be granted per Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) membership in the Association per Lot owned. In the event the Owner of a Lot is more than one (1) Person, voting rights and rights of use and enjoyment shall be exercised as provided by this Declaration and as agreed amongst such interest holders. The rights and privileges of membership may be exercised by an Owner or the Owner's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Bylaws. Notwithstanding the foregoing, the Declarant, as owner of the Undeveloped Land, shall also be granted voting rights as a Class "B" member, as defined below.

**ARTICLE VIII**

**VOTING**

8.1 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

(A) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" membership shall be entitled to one (1) equal vote for each Lot in which they are an Owner. There shall be only one (1) vote per Lot. In any situation where an Owner is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Board, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(B) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Undeveloped Land but not yet a recorded Plat. The Class "B" membership shall also be entitled to appoint the members of the Board and Association during the Class "B" Control Period.

**ARTICLE IX**

**CONTROL PERIOD**

9.1 The Class "B" Control Period runs until ninety (90) days after the first to occur of the following:

(A) When the total number of votes for the Class B Member is less than the total number of votes for the Class A Members; or

(B) When, at its discretion, the Class B Member so determines.

9.2 Notwithstanding anything to the contrary in this Declaration, Declarant may exercise is discretionary termination of control as set forth in 9.1(B) above in whole or in part as to any portion of the Subdivision at its sole election and determination. In doing so as to a portion of the Subdivision, it does not waive any reversionary or remaining control as to all other portions of the

Subdivision, the control of which is not expressly terminated by Declarant.

## ARTICLE X

### HOMEOWNER ASSOCIATION

10.1 To effectively enforce this Declaration, the Declarant has created an Association called HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC. The Association shall be comprised of the Owners of Lots within all phases of the Hill Farms Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot.

10.2 Enforcement Powers. The Association shall have all power granted to it by this Declaration and the Act to enforce these covenants by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of these covenants and to incur expenses for that purpose. The Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these covenants, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) and Lot(s) in question. The Association may file a Notice of Lien against such Lot(s) with the amount involved to carry interest at the current statutory rate for judgments. The Association is further authorized to take whatever reasonable action is necessary to obtain payment including, but not limited to, foreclosure of the lien. The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

10.3 Maintenance of Common Areas by the Association. The Association shall maintain the Common Areas, including any private lanes in the Subdivision. The Association shall perform all landscaping for the Lots in the Cottage Lots. The Owners of Lots in the Preserve and Garden Lots shall be responsible to maintain their Lots in accordance with this Declaration. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

(A) Snow Removal. The maintenance performed by the Association shall include the removal of snow from: all sidewalks appurtenant to the Common Area within

the Subdivision; all Lanes with the Subdivision; and the sidewalks and driveways for the Cottage Lots.

10.4 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of litigation, maintenance, acquisition, repair and replacement of capital facilities, liability insurance, any water for irrigation of areas within the control of the Association, reimbursement of expenses incurred by the Board and Architectural Review Board in performance of their obligations, the costs of complying with and enforcing rights under these covenants, and working capital, capital improvements and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners.

The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in this article, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(A) **Base Assessment**. The Association shall have the power to levy assessments equally against all Lots for Common Expenses and shall be vested with the assessment powers granted to the Association by this Declaration and the Act.

(B) **Special Assessment**. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. No special assessment will be levied without

approval of a majority of a quorum of the Owners in attendance in person or by proxy at a meeting called for that purpose.

In addition, the Association may levy special assessments (a) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(D) Reserve Fund Assessment. The Association may levy a reserve fund assessment, as set forth in this article.

10.5 Reserve Fund Analysis. Following the Class B Control Period, the Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years, separately for the Common Areas and the Limited Common Areas. The Board shall thereafter review the reserve analysis no less frequently than every three (3) years and, if necessary, update a previously conducted reserve analysis. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (A) The Board may not use money in a reserve fund:
- (i) For daily maintenance expenses unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
  - (ii) For any purpose other than the purpose for which the reserve fund was established;

10.6 Reserve Fund Creation. Based on the results of the reserve analysis, the Board shall create reserve funds into which the Board shall cause to be separately deposited those Common Area assessments collected from Owners for the purpose of funding separate reserve funds for Common Areas. The Board shall cause an assessment to be made against all Owners in an amount sufficient to fund the reserve fund according to the findings of the reserve analysis. The Board shall maintain reserve funds separate from other funds of the Association. This article may not be construed to limit the Board from prudently investing money in a reserve fund account.

10.7 As used herein "reserve analysis" means an analysis to determine:

(A) The need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas and facilities that have a useful life of three (3) years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Association;

(B) The appropriate amount of any reserve fund.

10.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot and be due and payable on the first day of the first month following: (i) the date of conveyance of the Lot by Declarant; or (ii) the effective date of the first budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board may otherwise provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

10.9 Fines. The Association shall have the power to assess a fine against an Owner or Lot for a violation of the covenants in the Declaration in accordance with the requirements of the Act.

10.10 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use of the Common Areas ; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board.

10.11 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Association may charge, not to exceed \$50.00 for providing such statements.

10.12 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

10.13 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

10.14 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

10.15 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

## ARTICLE XI

### LIEN FOR ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

11.1 Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

11.2 Such lien, when delinquent, may be enforced by suit, judgment, and/or foreclosure.

11.3 The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

11.4 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. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association.

11.5 The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of this Declaration.

## ARTICLE XII

### SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

12.1 The lien of assessments, including interest, late charges (subject to the limitations of



Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

### **ARTICLE XIII**

#### **RESTRICTIONS ON ALL LOTS**

13.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. This definition is not intended to prevent the construction of living space above an attached or detached garage.

13.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Subdivision. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

13.3 Licensed General Contractor. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no building shall be erected, altered or placed on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

13.4 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

13.5 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision

Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the project.

13.6 Restriction on Signs. The Subdivision may be identified by permanent signs to be installed by Declarant, at Declarant's discretion. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of any Lot may be installed without the advance consent of the Architectural Review Board.

13.7 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

13.8 Dwelling to be Constructed First. No garage or other out building may be constructed prior to the construction of the Dwelling on the Lot.

13.9 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within confines on the premises of the owner. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

13.10 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot, except for temporary heat during construction.

13.11 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

13.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

13.13 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

13.14 Automobiles and RV's. No automobiles are to be parked or stored on the front or side street, lanes or driveways of the Lots unless they are in running condition, properly licensed and are being regularly used. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Subdivision. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked/stored in a garage or otherwise screened from the view of neighboring Lots, or Common Area. Prior written permission must be obtained from the ARB before constructing any material that will be utilized the screen the subject vehicle(s).

13.15 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling or addition); open storage or parking of construction equipment; open storage or parking of boats, campers, camper shells, or trailers that are unusable, in poor condition or unsightly; trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

13.16 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

13.17 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

13.18 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

13.19 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

13.20 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

13.21 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

13.22 No Re-Subdivision. No Lot may be re-subdivided.

13.23 Combination of Lots. No Lot may be combined with another Lot without the consent of the Architectural Review Board.

13.24 Landscaping. The front, side yard and backyard of each Lot must be fully landscaped within one (1) year of occupancy of each corresponding Dwelling. The Owner shall submit a landscaping plan to the ARB and receive approval of said plan prior to commencement of any such landscaping. The landscaping plan shall be in a form as required by the ARB, but at a minimum shall include a sketch plan of the Lot showing the general location of the type and quantity of vegetation in accordance with the provisions of this Declaration and the Hill Farms Pattern Book, including, but not limited to the following:

13.24.1 The front park strip of each Preserve and Garden lot must include a minimum of 3 trees, and the front park strip of each Cottage lot shall include a minimum of 2 trees.

13.24.2 Lots 131 -136, 172 and 173 shall have planted a minimum of one tree planted in reasonable proximity to said lot's rear property boundary.

13.24.3 Lots 163 and 164 shall have planted a minimum of one tree located within its north side yard.

13.24.4 There must be a reasonable amount of grass planted in the front, side and rear yards of each Lot.

13.24.5 All landscaping and vegetation within any Lot shall be planted and maintained in good condition and in such a manner so as to prevent or retard shifting or erosion.

13.25 Fencing. Any fencing must be constructed of iron, wood or high-quality vinyl or

synthetic material in harmony with the Dwelling and surrounding area, and subject to approval from the ARB prior to construction. No barbed wire or chain link is permitted. Height of any fencing may not exceed six (6) feet from natural grade.

13.26 Construction. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the ARB.

13.27 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property or Undeveloped Land;
- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

13.28 Parking. Parking within the Subdivision generally is governed by applicable city ordinance. Additionally, in no case shall an Owner cause or allow any automobile or other vehicle to be parked, in whole or in part, within or on any Lane within the Subdivision.

13.29 Satellite Dishes and other Communication Devices. Satellite Dishes and other Communication Devices may not be installed on the front of any Dwelling or in such a manner that said devices are visible from the closest sidewalk fronting the Lot. The installation of any such devices on any exterior portion of the Dwelling or Lot must first be approved by the ARB.

## ARTICLE XIV

### ARCHITECTURAL REVIEW BOARD

14.1 Purpose. It is the intention and purpose of this Declaration to impose architectural standards on the improvements and landscaping to any Lot of a type and nature that result in buildings and yards which are architecturally and aesthetically compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Review Board, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration and further architectural standards, as set forth in Exhibit "D" hereto, the Hill Farms Pattern Book.

14.2 Architectural Review Board Created. The Architectural Review Board will be appointed in accordance with the Bylaws and Articles of the Association.

14.3 Approval by Committee Required. No Improvements of any kind will be made on any Lot without the prior written approval of the Architectural Review Board. Approval of the Committee will be sought in the following manner:

(A) Plans Submitted. Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the ARB for review. In the case of an addition or modification of an existing Dwelling, the Committee may waive in writing any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(B) Review. Within 30 days from receipt of a complete submission, the ARB will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, and make its comments known to the Owner provided; however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee will sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in compliance with the approved plans will be permitted.

(C) Failure to Act. If the committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the committee's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the ARB that if the plans are not either approved or disapproved, as submitted, within 15 days from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the committee fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by this Declaration.

14.4 Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot; provided, however, that any variance granted is consistent with the intent of this Declaration and the Hill Farms Pattern Book. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

14.5 General Design Review. The ARB will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration and Hill Farms Pattern Book. These standards are, of necessity, general in nature, and it is the ARB's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

14.6 Architectural Review Fee. An architectural review fee may be charged in an amount determined by the Board.

14.7 Declarant, Board and Committee not Liable. The Declarant, the Board, and the ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the ARB for review. The Owners' shall have no claim against the Declarant or ARB as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the ARB has acted improperly.

14.8 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

## ARTICLE XV

### GENERAL ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

15.1 The architectural restrictions and requirements are set forth in the Hill Farms Pattern Book, attached hereto as Exhibit "D."

## ARTICLE XVI

### OWNERS' MAINTENANCE OBLIGATIONS

16.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Homeowners Association shall maintain the landscaping for these Lots in the Cottage Lots.

16.2 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to

comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

16.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ARB. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARB.

16.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARB, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the ARB, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

## ARTICLE XVII

### INSURANCE

17.1 Casualty Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction to the Common Areas



from any insured hazard.

17.2 Liability Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain a public liability policy, if reasonably available, covering the Common Areas, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, their invitees, guest, successor or assigns. The public liability policy shall be in an adequate amount as determined by the Board from time to time.

17.3 Other Insurance. The Board, or its duly authorized agent, may obtain such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners.

17.4 Premiums. Premiums for all insurance shall be Common Expenses of the Association.

## ARTICLE XVIII

### DAMAGE & DESTRUCTION

18.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

18.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless the Members representing at least sixty-seven (67%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

18.3 In the event, that it should be determined in the manner described above that the

damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

#### **ARTICLE XIX**

##### **DISBURSEMENT OF PROCEEDS**

19.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and the mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

#### **ARTICLE XX**

##### **REPAIR AND RECONSTRUCTION**

20.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a Special Assessment against all Owners as provided herein.

#### **ARTICLE XXI**

##### **CONDEMNATION**

21.1 Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the common areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and members representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise

agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired shall apply. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## ARTICLE XXII

### ANNEXATION

22.1 Annexation. Additional phases of Subdivision may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

22.2 Annexation by Declarant. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands initially constituting the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Davis County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Lots within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Subdivision and subject to this Declaration.

22.3 Limitation on Annexation.

Declarant's right to annex land to the Property shall expire twenty (20) years after this Declaration was first filed for record in the office of the county recorder of Davis County, Utah.

22.4 Annexation by the Association. Following the Class B Control Period, the Association may annex land to the Subdivision by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 67% of the Owners. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or present, any annexation performed by Declarant, so long as such annexation satisfies the limitations set forth herein.

22.5 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Subdivision or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Declaration shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

### ARTICLE XXIII

#### MISCELLANEOUS PROVISIONS

23.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(A) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and court costs.

(B) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(C) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(D) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

23.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

23.3 Limited Liability. Neither the Declarant, the Board, nor the Architectural Review Board or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

23.4 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant or Declarant's successors and assigns during the Class B Control Period at the sole discretion of the Declarant. Thereafter, these covenants can be modified by the affirmative vote of the Owners representing sixty-seven (67%) percent of the total votes of the Association.

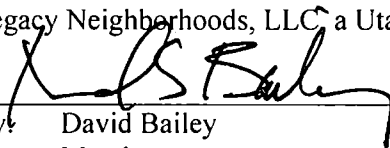
23.5 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

23.6 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

23.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Executed on the date stated above.  
Legacy Neighborhoods, LLC a Utah limited liability company

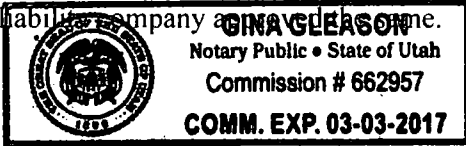
  
By: David Bailey  
Its: Member

STATE OF UTAH )

: SS

COUNTY OF Weber)

On this 10<sup>th</sup> day of Oct., 2013, personally appeared before me David Bailey, who being by me duly sworn, did say that he is a Member of Legacy Neighborhoods, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited



Gina Gleason  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Executed on the date stated above.  
Legacy Neighborhoods, LLC, a Utah limited liability company

Kami Marriott

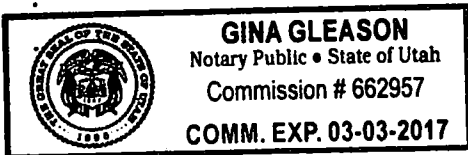
By: Kami Marriott  
Its: Member

STATE OF UTAH )

: SS

COUNTY OF Weber)

On this 10<sup>th</sup> day of Oct., 2013, personally appeared before me Kami Marriott, who being by me duly sworn, did say that she is a Member of Legacy Neighborhoods, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



Gina Gleason  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

23.3 Limited Liability. Neither the Declarant, the Board, nor the Architectural Review Board or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

23.4 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant or Declarant's successors and assigns during the Class B Control Period at the sole discretion of the Declarant. Thereafter, these covenants can be modified by the affirmative vote of the Owners representing sixty-seven (67%) percent of the total votes of the Association.

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Executed on the date stated above.  
Destination Homes, Inc., a Utah Corporation

  
By: David Bailey  
Its: Vice President

STATE OF UTAH )

: SS

COUNTY OF DAVIS)

On this 22 day of November 2013, personally appeared before me David Bailey, who being by me duly sworn, did say that he is the Vice President of Destination Homes Inc., a Utah Corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



[Signature]  
Notary Public  
Residing at: Layton, Utah  
My Commission Expires: 5-28-14

Executed on the date stated above.

- Golden Land Management, Inc., a Utah Corporation

[Signature]

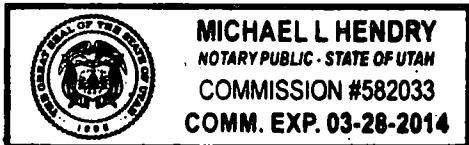
By: Kami Marriott  
Its: President

STATE OF UTAH )

: SS

COUNTY OF DAVIS)

On this 22 day of November 2013, personally appeared before me Kami Marriott, who being by me duly sworn, did say that she is the President of Golden Land Management, Inc. a Utah Corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



[Signature]  
Notary Public  
Residing at: Layton, Utah  
My Commission Expires: 3-28-14



EXHIBIT "A"

Bylaws

EXHIBIT "B"

Undeveloped Land

SCHICK 11-093-0050

BEGINNING AT THE NORTHEAST CORNER OF SCHICK CLUSTER FARM PHASE 1 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AND ROTATED TO THE BASIS OF BEARING, SAID POINT BEING LOCATED NORTH 00°05'30" EAST ALONG SECTION LINE 1943.13 FEET AND EAST 872.52 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT LOCATED AT BOOK 3316 PAGE 689, AND RUNNING THENCE NORTH 50°26'59" EAST ALONG THE SOUTH LINE OF THE PROPOSED 200 NORTH STREET RIGHT OF WAY (AS POSITIONED BY PLACING THE NORTHEAST CORNER OF THE CHARLY'S ACRES #2 SUBDIVISION AMENDED AT THE FIELD LOCATED CENTERLINE MONUMENT LOCATED FOR SCHICK LANE AND PROJECTING SAID SOUTH LINE WESTERLY) 568.51 FEET TO THE WEST LINE OF SAID CHARLY'S ACRES #2 SUBDIVISION AMENDED; THENCE SOUTH 39°28'06" EAST 807.76 FEET ALONG SAID WEST LINE AND THE WEST LINE OF CHARLY'S ACRES #1 AMENDED AS RE-ESTABLISHED IN THE FIELD RELATIVE TO PHASE 2, TO A POINT ON A LINE RECORDED AS A SPECIAL WARRANTY DEED WITH ENTRY NUMBER 2438516 AT BOOK 4747 AND PAGE 1475-1476; THENCE SOUTHWESTERLY ALONG SAID DEED THE FOLLOWING THREE CALLS: SOUTH 51°29'06" WEST 177.68 FEET; SOUTH 47°31'51" WEST 198.59 FEET; SOUTH 51°30'42" WEST 190.18 FEET TO THE SOUTHEAST CORNER OF SAID SCHICK CLUSTER FARM PHASE 1 AND A POINT ON SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 39°38'15" WEST ALONG THE EAST LINE OF SAID SUBDIVISION AND BOUNDARY LINE AGREEMENT 811.13 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINS: 459,317 SQ. FT./10.54 ACRES

EAST ANGEL

11-091-0070

BEGINNING AT A POINT ON THE NORTH LINE OF 200 NORTH STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, MOUNTAIN SHADOW ESTATES NO. 1 AS RECORDED WITH THE DAVIS COUNTY RECORDER AND ROTATED TO MEASURED SECTION LINES, SAID POINT BEING LOCATED NORTH 00°07'05" EAST ALONG QUARTER SECTION LINE 58.00 FEET AND EAST 933.24 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE NORTH 89°48'28" WEST ALONG SAID NORTH LINE (AN 80.00

FOOT RIGHT-OF-WAY ESTABLISHED BY FIELD MEASURED CENTERLINE MONUMENTS) 1129.51 FEET TO THE EAST LINE OF ANGEL STREET; THENCE NORTH 33°09'55" WEST ALONG SAID EAST LINE (A 66.00 FOOT RIGHT-OF-WAY FIELD ESTABLISHED FROM CENTERLINE MONUMENTS) 349.49 FEET; THENCE NORTH 52°36'03" EAST 495.88 FEET; THENCE NORTH 35°10'11" WEST 168.19 FEET; THENCE SOUTH 52°05'46" WEST 497.07 FEET TO SAID EAST LINE; THENCE NORTH 39°35'42" WEST ALONG SAID EAST LINE 759.66 FEET TO AN EXISTING FENCE; THENCE NORTHERLY THE FOLLOWING FOUR (4) CALLS ALONG SAID FENCE: 1) NORTH 50°21'32" EAST 40.27 FEET 2) NORTH 35°12'23" WEST 20.34 FEET 3) NORTH 50°30'52" EAST 10.38 FEET 4) NORTH 64°25'55" EAST 16.56 FEET; THENCE NORTH 62°01'35" EAST 17.48 FEET TO AN EXISTING FENCE; THENCE NORTH 67°31'46" EAST ALONG SAID FENCE 42.98 FEET; THENCE NORTH 62°40'46" EAST 173.93 FEET; THENCE NORTH 51°49'47" EAST 321.10 FEET; THENCE NORTH 39°36'52" WEST 203.53 FEET TO THE SOUTH LINE OF PHILLIPS STREET (A 50 FOOT RIGHT OF WAY RE-ESTABLISHED FROM CENTERLINE MONUMENTS); THENCE NORTH 51°49'47" EAST ALONG SAID SOUTH LINE 388.00 FEET TO A POINT ON THE WEST LINE OF WILKIE ESTATES NO. 3 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AND RE-ESTABLISHED ON THE GROUND RELATIVE TO QUALIFYING CALLS AND THE BASIS OF BEARING CALLED FOR WITHIN ADJOINING SUBDIVISIONS (WILKIE ESTATES NO. 1, MOUNTAIN SHADOW ESTATES NO. 3, MOUNTAIN SHADOW ESTATES NO. 1 AS RECORDED WITH THE DAVIS COUNTRY RECORDER AND RE-ESTABLISHED ON THE GROUND); THENCE SOUTH 40°16'30" EAST 1305.72 FEET ALONG THE LINES OF SAID WILKIE ESTATES NO. 3 & 1 TO THE SOUTHEAST CORNER OF LOT 5 OF SAID WILKIE ESTATES NO. 1; THENCE NORTH 51°47'08" EAST 0.63 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF SAID MOUNTAIN SHADOWS ESTATES NO. 3; THENCE SOUTH 39°48'45" EAST ALONG THE WEST LINE OF SAID SUBDIVISIONS 588.61 FEET; THENCE SOUTH 00°11'17" WEST ALONG THE WEST LINE OF SAID SUBDIVISION 322.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,699,727 SQ. FT./39.02 ACRES

NORTH PHILLIPS 11-091-0072

BEGINNING AT A POINT ON THE WEST LINE OF OLD FARM AT KAYS CREEK PHASE 2 AS RECORDED WITH THE DAVIS COUNTY RECORDER AND RE-ESTABLISHED ON THE GROUND, SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT RECORDED AT ENTRY NO. 1322892, BOOK 2130, PAGE 413; SAID POINT BEING LOCATED NORTH 89°59'57" WEST ALONG SECTION LINE 738.11 FEET AND SOUTH 273.66 FEET FROM THE NORTH QUARTER CORNER SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND

RUNNING THENCE SOUTH 40°00'44" EAST ALONG SAID WEST LINE AND BOUNDARY LINE AGREEMENT 494.12 FEET; THENCE SOUTH 51°49'47" WEST 174.43 FEET; THENCE SOUTH 37°50'05" EAST 147.96 FEET TO THE NORTH LINE OF PHILLIPS STREET (A 50 FOOT RIGHT-OF-WAY AS ESTABLISHED BY CENTERLINE MONUMENTS); THENCE SOUTH 51°49'47" WEST ALONG SAID NORTH LINE 581.66 FEET; THENCE NORTH 43°33'12" WEST 145.75 FEET; THENCE SOUTH 50°57'29" WEST 59.94 FEET; THENCE NORTH 39°14'04" WEST 170.00 FEET; THENCE SOUTH 50°57'29" WEST 177.78 FEET TO THE EAST LINE OF ANGEL STREET ( 66.00 FOOT RIGHT-OF-WAY ESTABLISHED FROM CENTERLINE MONUMENTS); THENCE NORTH 39°35'42" WEST ALONG SAID EAST LINE 330.24 FEET TO THE SOUTH LINE OF SHADYBROOK SUBDIVISION AS RECORDED WITH THE DAVIS COUNTY RECORDER AND ESTABLISHED ON THE GROUND FROM MONUMENTS; THENCE NORTH 51°49'00" EAST ALONG SAID SOUTH LINE 1003.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 554,649 SQ.FT./12.73 ACRES

*11-091-0071*

LAYTON

BEGINNING AT A POINT IN THE CENTER OF KAYS CREEK, SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT RECORDED WITH ENTRY NUMBER 1322892 AT BOOK 2130 PAGE 413, SAID POINT BEING NORTH 89°59'57" WEST 848.76 FEET AND SOUTH 141.85 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING WESTERLY THE FOLLOWING FIFTEEN (15) CALLS ALONG THE CENTERLINE OF SAID CREEK:

- 1) SOUTH 60°26'25" WEST 100.67 FEET
- 2) SOUTH 87°13'02" WEST 38.17 FEET
- 3) SOUTH 62°58'52" WEST 68.46 FEET
- 4) SOUTH 73°56'23" WEST 111.38 FEET
- 5) SOUTH 87°00'25" WEST 38.55 FEET
- 6) NORTH 77°37'24" WEST 45.29 FEET
- 7) NORTH 64°05'13" WEST 49.13 FEET
- 8) SOUTH 87°06'58" WEST 58.88 FEET
- 9) SOUTH 78°01'07" WEST 51.87 FEET
- 10) SOUTH 77°59'44" WEST 60.57 FEET
- 11) SOUTH 67°27'50" WEST 160.41 FEET
- 12) SOUTH 66°21'31" WEST 120.57 FEET
- 13) SOUTH 54°53'27" WEST 72.67 FEET
- 14) SOUTH 55°56'30" WEST 64.47 FEET
- 15) SOUTH 48°39'40" WEST 75.86 FEET TO THE EAST LINE OF ANGEL STREET;

THENCE NORTH 40°02'32" WEST ALONG SAID EAST LINE 483.45 FEET TO THE SOUTH LINE OF WEAVER LANE SUBDIVISION PHASE NO. 1 AS RECORDED WITH THE DAVIS COUNTY RECORDER AND RE-ESTABLISHED ON THE GROUND; THENCE NORTH 50°20'49" EAST ALONG SAID SOUTH LINE 600.18 FEET TO A POINT ON THE SOUTH LINE OF WEAVER LANE; THENCE NORTH 52°00'00" EAST ALONG SAID SOUTH LINE 403.35 FEET TO A POINT IN AN OLD FENCE LINE CALLED FOR IN A BOUNDARY LINE AGREEMENT RECORDED WITH ENTRY # 2387562 AT BOOK 4599 PAGE 8087; THENCE SOUTH 40°04'38" EAST ALONG SAID OLD FENCE AND SAID AGREEMENT TO AND ALONG THE FIRST AGREEMENT CALLED FOR 668.03 FEET; THENCE ALONG SAID FIRST AGREEMENT SOUTH 39°57'45" EAST 185.07 TO THE POINT OF BEGINNING.

CONTAINS: 635,231 SQ.FT./14.58 ACRES

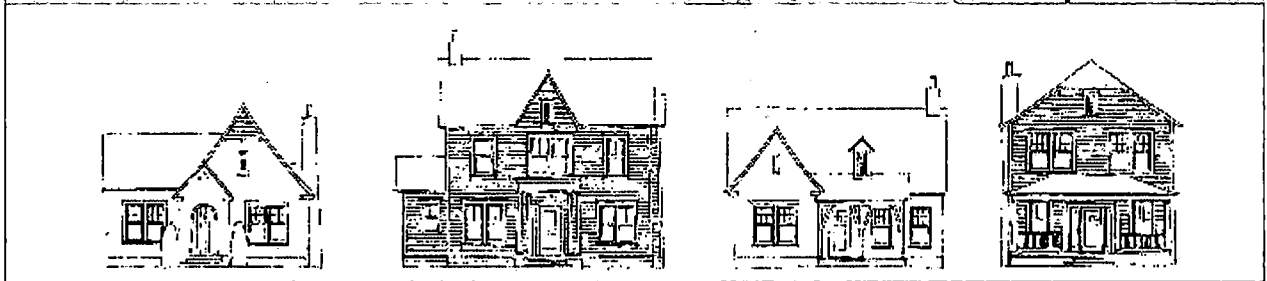
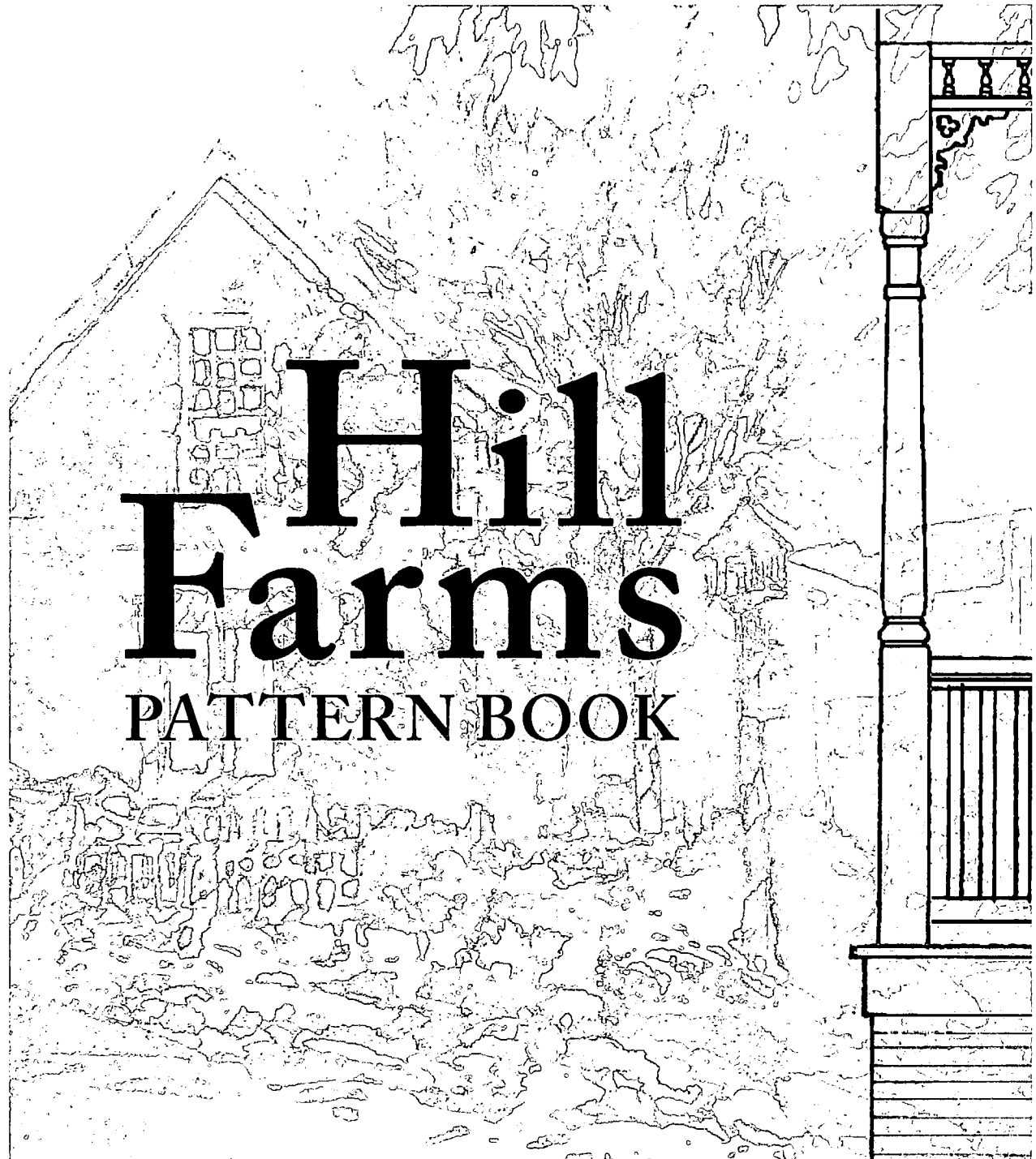
EXHIBIT "C"

LOT TYPES

Cottage Lots	Garden Lots	Preserve Lots
101	102	131
103	106	132
104	107	133
105	108	134
109	126	135
110	127	136
111	128	172
112	129	173
113	130	
114	137	
115	138	
116	139	
117	140	
118	141	
119	142	
120	143	
121	148	
122	149	
123	150	
124	153	
125	154	
144	155	
145	156	
146	157	
147	158	
151	159	
152	160	
	161	
	162	
	163	
	164	
	165	
	166	
	167	
	168	
	169	
	170	
	177	

EXHIBIT "D"

Hill Farms Pattern Book



U R B A N   D E S I G N   A S S O C I A T E S





# HILL FARMS PATTERN BOOK

Neighborhood Architectural Guidelines

**PREPARED BY**

Urban Design Associates  
*Pittsburgh, Pennsylvania*

**PREPARED FOR**

Legacy Neighborhoods  
*Layton, Utah*

**MAY 2013**

WELCOME TO HILL FARMS

ON BEHALF OF LEGACY NEIGHBORHOODS  
**WELCOME**

It is an honor and a pleasure to share the Hill Farms Pattern Book with you. We are excited that you have decided to become a part of Hill Farms with the purchase of property within our community.

As a community uniquely situated within the City of Kaysville and conveniently accessible to many surrounding amenities, we pride ourselves on the opportunity to create a unique, active development that reflects the architectural context of the region and celebrates the natural beauty of the outdoors. Composed of a series of neighborhoods, Hill Farms is designed to integrate traditional building methods, an interconnected open space network, and sustainable principles to ensure a high quality of livability.

In planning this new development, we have spent several years working with planners, architects, and consultants to develop an innovative master plan. Recognizing the need to protect the integrity of the Hill Farms master plan and to provide general direction for character and sustainable development, we made a commitment to producing the Hill Farms Pattern Book. This document provides design guidelines and measurable objectives to ensure that the development patterns, public open spaces, and the variety of building types and uses are detailed and constructed properly through implementation. It is our goal that these guidelines will act as a vehicle for increasing public awareness and set a higher standard for new neighborhood development in and around Hill Farms.

We feel strongly about creating a lasting community within the city of Kaysville and are excited to share all that this community has to offer with you. We wish to acknowledge and thank the many participants and consultants who contributed to the preparation of this document, and we look forward to making Hill Farms a success.

Congratulations and welcome to the Hill Farms community.

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SECTION A

INTRODUCTION



# OVERVIEW

Hill Farms is located north of Salt Lake City, Utah in Davis County. It is designed to be a walkable community with a wide range of housing options and amenities for its residents. The Hill Farms property encompasses approximately 100 acres, which are being developed by Legacy Neighborhoods. The site surrounds the historic Hill Family Home. It is within a short drive to historic downtown Kaysville, the 1-15 corridor, and what will eventually become the North Davis corridor, along the eastern edge of the Great Salt Lake. Hill Farms presents a unique opportunity to shape the future of Davis County developments, an opportunity that will foster strong community through planning and architectural patterns present in this Pattern Book.

Many residential developments in Davis County are isolated districts with the same housing sizes and types and not within an easy walk of schools and parks. The streets are generally wide, prioritizing vehicle speed and dangerous conditions. These problems are common in the Salt Lake region.

Hill Farms addresses these problems in a variety of innovative and historical ways. The streets of Hill Farms are pedestrian-friendly. Houses face the street in order to create an environment that encourages street activity and positive interaction between residents. The residential neighborhoods of Hill Farms provide a variety of housing types to create the potential for multi-generational living. It is a place where families can co-locate, or where residents can move from house-to-house as their needs change over time.

Hill Farms brings a strong focus to public living, which is expressed through active, walkable streets, and residences juxtaposed to public spaces. Each street and public space will include a variety of architectural styles intermingled to create streets with unique features and experiences. No street will be exactly the same. Active rooms of houses, such as living rooms and porches, are designed to face the street, thereby creating a public environment to promote a sense of neighborhood security. Garages are set back from the sidewalk to minimize their impact on the public realm.



*The historic Hill Family Barn is an inspiring example of the areas agricultural past.*



*New architecture, of all sizes and scales, will be designed in regional architectural styles. This is an example of an Preserve home in the Kaysville Victorian style.*

The proposed development consists of a variety of residential building types, each within a comfortable walk to an open space amenity. The open space system includes numerous parks, playing fields, quaint neighborhood parks, and linear parkways—all of which will create a true sense of community. An important feature of the park system is its connectivity between neighborhoods and surrounding communities, as well as the regional open space system.

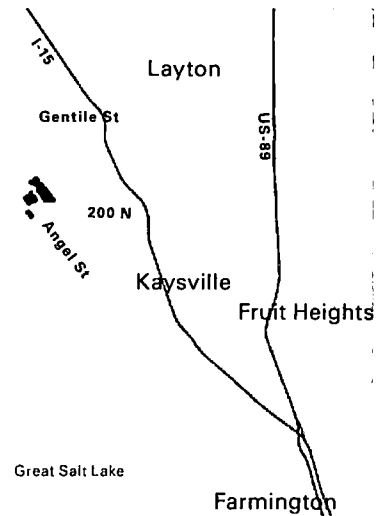
Sustainable, architectural principles also play a major role in the construction of houses in Hill Farms. The use of passive and active strategies are important to creating energy-efficient homes for healthy living and also for long-term reduced energy cost for the homeowner.

#### WHY A PATTERN BOOK

The purpose of this Pattern Book is to provide inspiration for new construction and future renovation and addition projects. It is intended to provide guidance on how to locate and scale homes correctly, use appropriate details and materials, and encourage the use of environmental sustainability tools. Finally, this Pattern Book will provide resources to convey the vision of a new, exciting community in Davis County for generations to come.



*Houses are oriented to open on to parks and open spaces to convey a sense of safety, and at the same time, foster community and interaction between residents.*



*Hill Farms, indicated in red, is at the intersection of the Angel Street and 200 North in Kaysville and Layton.*

# VISION

In May of 2012, the Hill Family and Legacy Neighborhoods hosted a public workshop to develop vision principles as well as a master plan for the design of a community from the ground up. The goals of the plan, presented as Vision Principles to the right, are characteristics that are (not coincidentally) present in many great neighborhoods.

The community spirit in the Salt Lake Region is remarkable. People are healthy, family-oriented, and supportive of their neighbors. The passion for the breathtaking natural beauty of the region is unmistakable. However, despite all this, new residential developments in the Salt Lake region do not speak to these characteristics. Often disconnected from their context, the streets are challenging for walking alongside or safely crossing. The architecture is often in the same style, creating streets of repetitive houses.

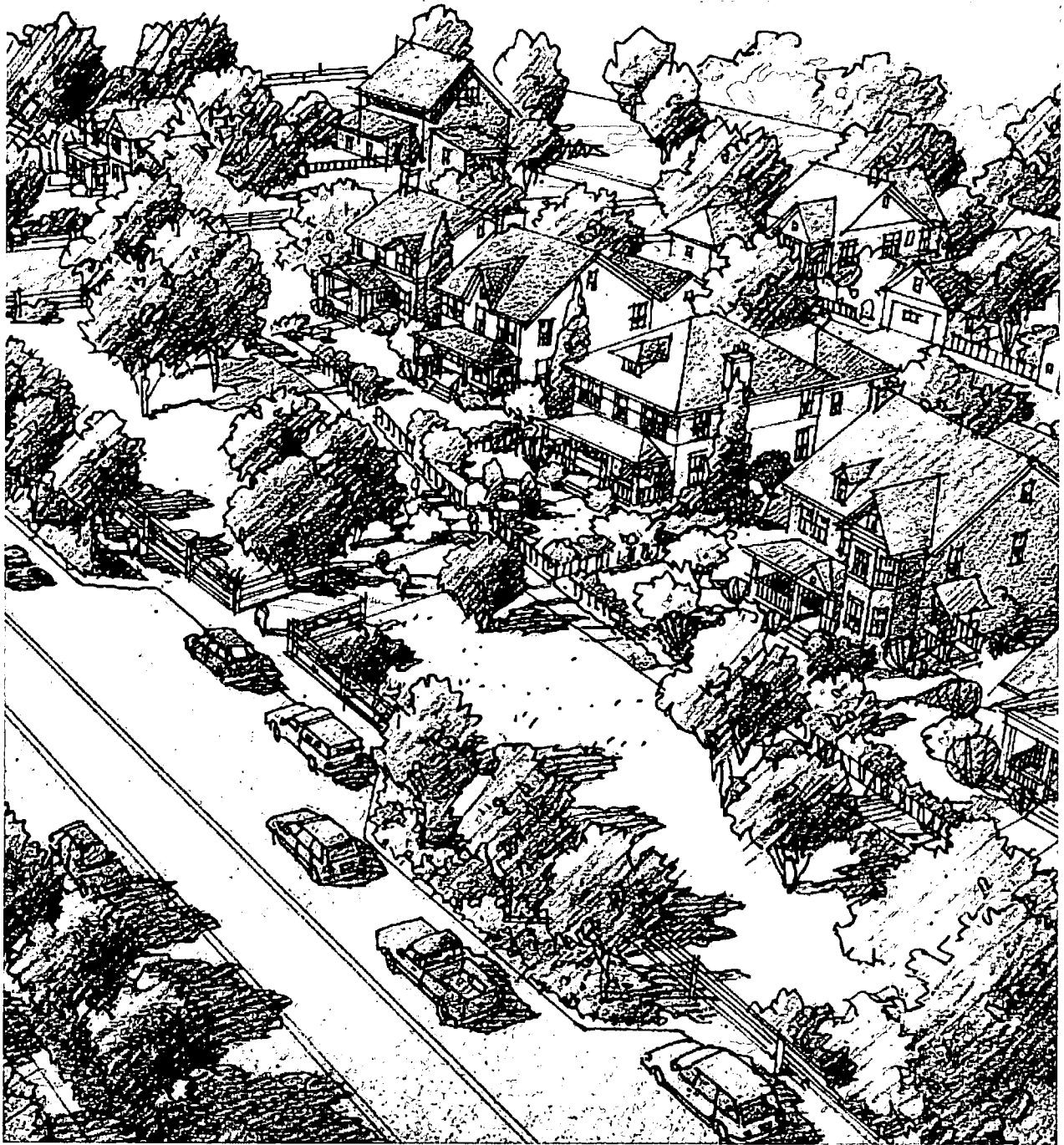
From the very beginning of this process, the development team has set out to create a unique project on this historic legacy farm in West Kaysville. Through this process, the team has developed a project that will, undoubtedly, create a unique neighborhood and also transform expectations for neighborhood design for the region moving forward.

## VISION PRINCIPLES

- » Create a Master Plan that includes characteristics which foster community.
- » Respect the character of the context: the Hill Farms Property and historic Kaysville.
- » Create an interconnected neighborhood through walking trails, sidewalks and pathways.
- » Create an inter-generational community.

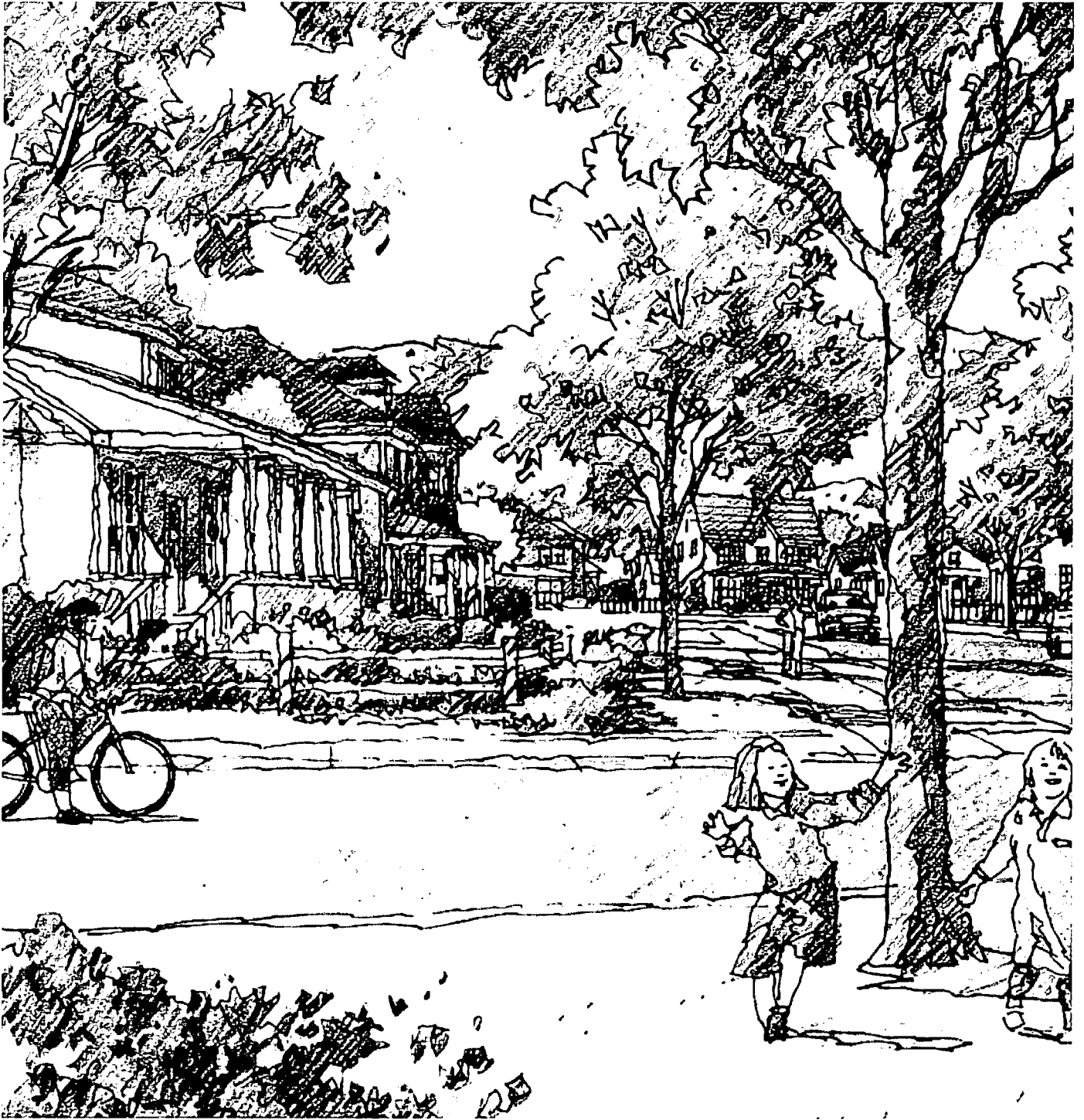




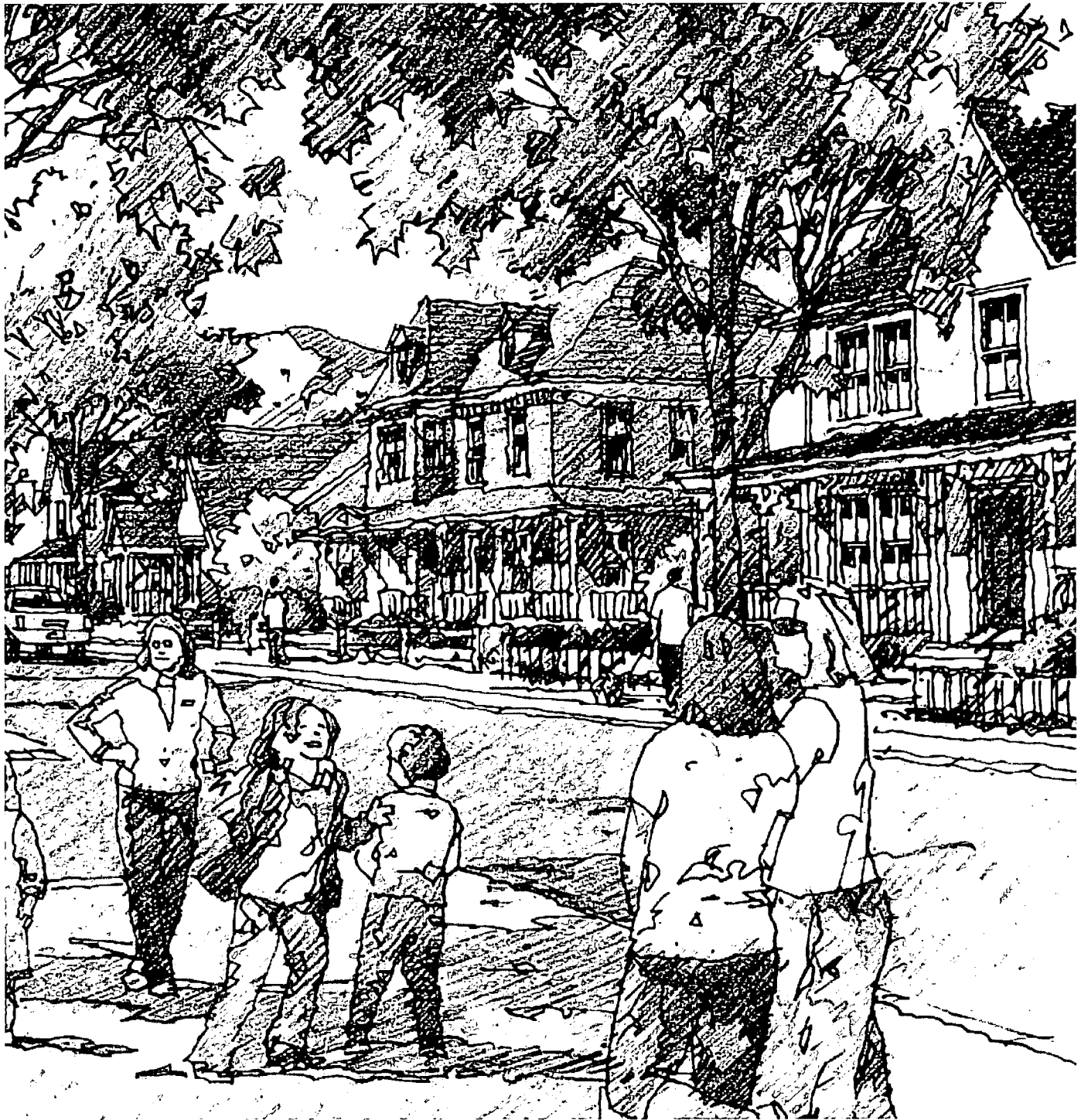


SECTION A

INTRODUCTION

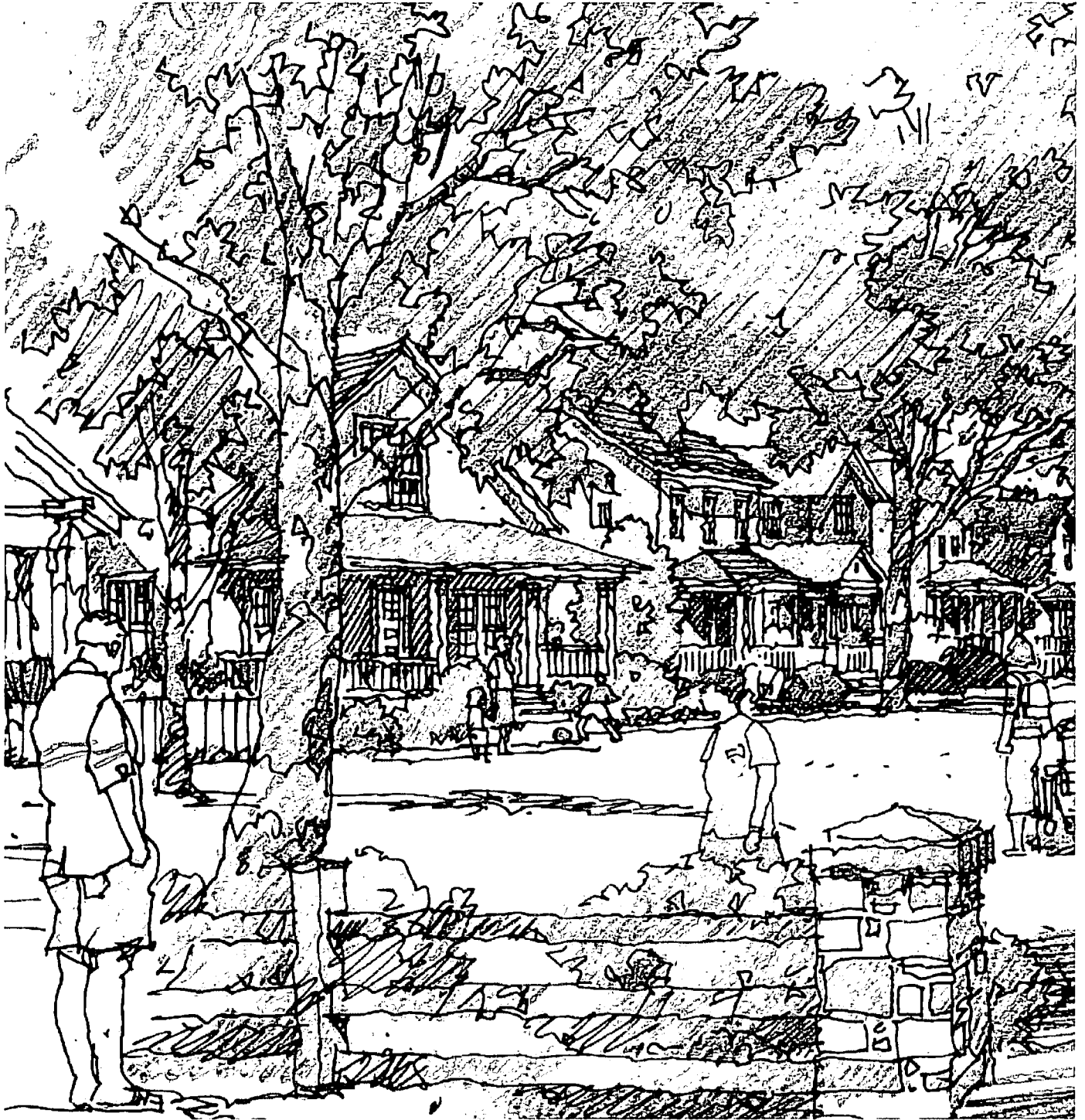


*Perspective of a typical neighborhood street*



SECTION A

INTRODUCTION



*Perspective of a cottage court with residences forming a public park for active and passive recreation.*



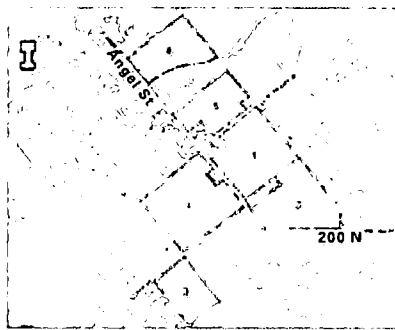


*Perspective of a walking along Kays Creek, one of the natural amenities of Hill Farms to the residential development*

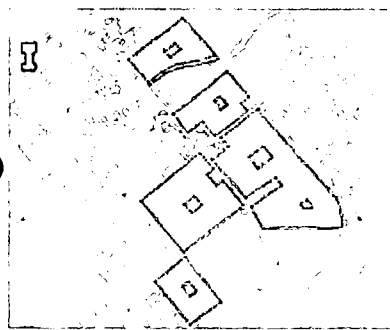


# Site Design Approach

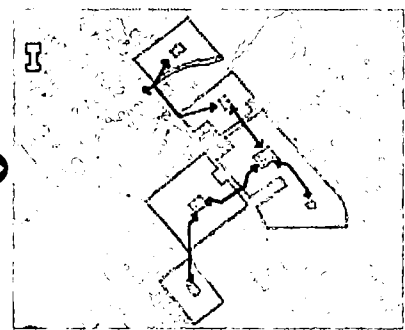
The project site includes a series of disconnected parcels, separated by streets and major roads such as 200 North and Angel Streets. Each parcel is large enough to become a neighborhood, and this collection of neighborhoods can, then, become a community. In order to accomplish this, each neighborhood is designed around a small park or open space. Within each neighborhood, residents can comfortably walk to these open spaces, and they will serve as key gathering spaces. From each neighborhood, residents can connect to adjacent neighborhoods by a series of trails, pathways, sidewalks, and crosswalks. The diagrams below illustrate these principles for connection both within and outside of the community.



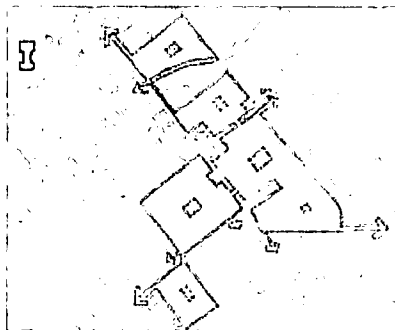
1. There exist five parcels in Kaysville and one (number 6) in Layton, just to the north of the city line and Kays Creek.



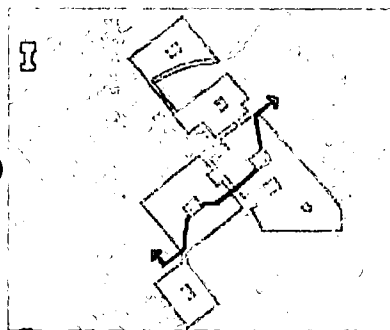
2. Each parcel will become a neighborhood that will include a central gathering place or park space.



3. These park spaces will be linked together through sidewalks, crosswalks, and trails.



4. The neighborhoods will also connect to surrounding amenities and neighborhoods along future road improvements.

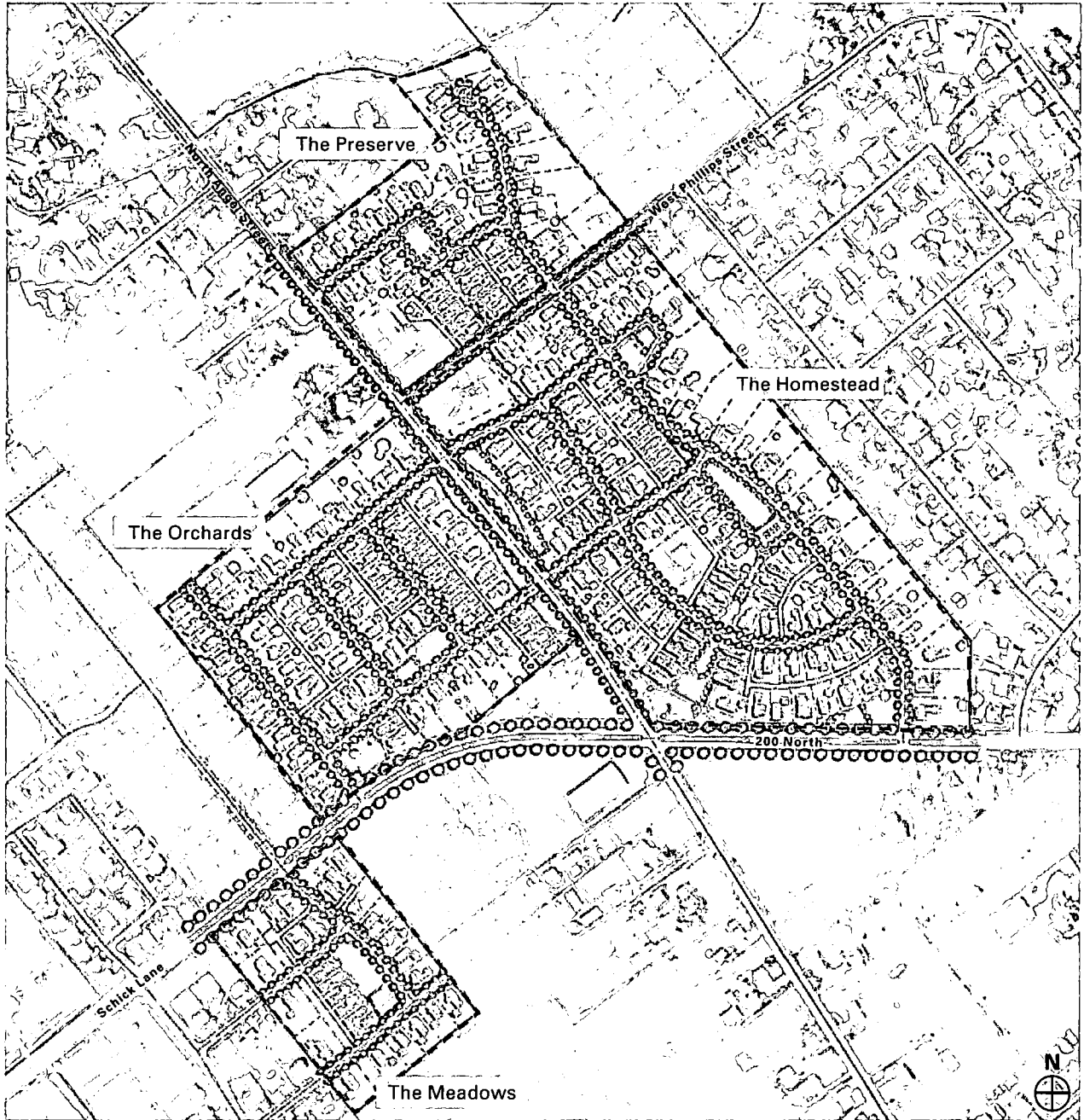


5. The system of strategies 2 through 4 allow neighbors adjacent to the site to connect through Hill Farms on a safe, comfortable, pedestrian pathway.



6. The end result is a community that connects people together in a safe environment of quiet streets and active open spaces.





2012 Illustrative Master Plan of Hill Farms

## Regional Character and Precedent

The great neighborhoods of Utah have a distinctive sense of place. It is evident to any visitor that there is a clear architectural identity to part of the region and its context. In the creation of new, unique neighborhoods in Kaysville, the architecture is designed to reflect the region's great historic architecture. This local architecture has stood the test of time and is well-recognized by Kaysville residents as a connection to the past.

These houses, both in Kaysville and nearby Salt Lake, are designed as beautiful homes and with community in mind. This Pattern Book draws inspiration from two key local precedents. The first, and most proximate to the site, is the historic Victorian architecture of the Kaysville's agricultural past. On site, the Hill family house is a renowned example of this architecture's enduring legacy. The second is from the highly-valued architecture of the Avenues District and the Harvard-Yale neighborhood in Salt Lake City.

Although the homes of these places were designed prior to living in the context of modern amenities, the homes of Hill Farms will be designed and built to meet the demands of the lifestyles of today and into the future.





# PATTERN BOOK PRINCIPLES

There are key principles to employ in order to create unique, highly desirable, memorable neighborhoods in Davis County. This Pattern Book includes tools in two key sections; each are equally critical to constructing the community vision. The Neighborhood Standards section presents appropriate placement of a house on a lot, while the Architecture Standards section presents the tools to aid the creation of neighborly houses that are inspired by their context — in the city, region, and surrounding natural areas.

## NEIGHBORHOOD STANDARDS PRINCIPLES

### **Principle 1 | Create High-Quality Neighborhood with Distinctive Variety**

Neighborhoods, which stand the test of time, provide a visual impact while avoiding the placelessness that results from overly repetitive, discordant architecture. The Hill Farms neighborhoods will be distinctive in Kaysville and in the region through the use of diverse, well defined, locally influenced architectural styles and the scripting of addresses. This will produce timeless neighborhoods deeply rooted in places which are well-suited for people in all stages of life.

### **Principle 2 | Place Houses to Shape High-Quality Streets and Parks**

Great places have great public space. In a neighborhood, this element primarily takes the form of dynamic streets and parks. Buildings can both shape and enliven these public spaces. To have a great residential street or park, houses must both face onto and have a well-defined relationship to the street. Visual priority must be given to the front porch and first floor of the house rather than to the garage. Houses should be designed so that the elements for people — doors, windows, and porches — are emphasized in order to give character and definition to the street or park.

## ARCHITECTURE STANDARDS PRINCIPLES

### Principle 3 | Diverse Architectural Inspiration

In the context of creating a neighborhood, when striking the appropriate balance between individuality, variety, and economies of scale, vision is critical. This Pattern Book is designed to help provide rules for the appropriate style for the house and individual lot, as they relate the community, and guide the approach to developing the overall architecture. Each style presented in this Pattern Book presents and details the tools for the selection of the massing, window fenestration, windows, porches and detailing for the Hill Farms neighborhoods.

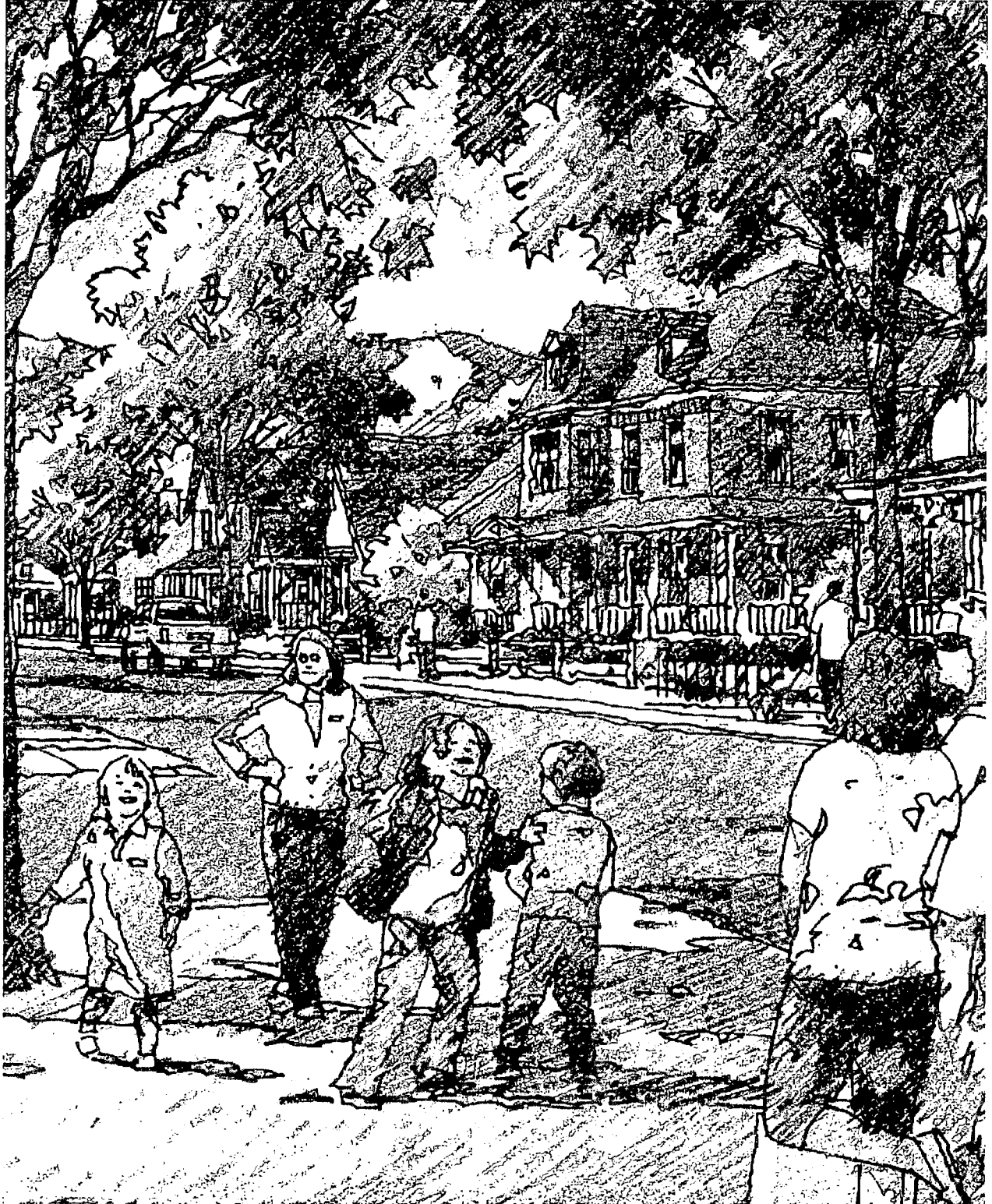
### Principle 4 | Use architectural Elements that Build Strong Communities

In the development of a high-quality neighborhood, houses must include elements that contribute to the feel of a true “neighborly” environment. This includes porches, terraces, site pergolas in locations that benefit the house itself, and the neighborhood around the house. These elements promote connectivity between the house and the neighborhood.



SECTION B

NEIGHBORHOOD STANDARDS



# OVERVIEW

The goal of this section is to establish the framework on which the Hill Farms community will be built. To this end, this section details the necessary standards to create neighborhoods of distinction. The pages immediately following this overview describe the visions for the various Hill Farms neighborhoods and how these communities will be accomplished through the use of architectural styles. The final part of this section provides definitions and standards for how buildings are to be placed on their lots in order to both address the street in a neighborly way and prioritize the people-oriented elements of the facade.







# NEIGHBORHOODS

Hill Farms is a proposed community that seeks to provide a variety of high-quality housing types situated in a series of distinct neighborhoods. The tailored design of streets, parks, blocks, and residential buildings contributes to the creation of organic and diverse places within Hill Farms. This will be produced by a mix of single-family home sizes and a variety of architectural styles and open spaces. The community will consist of four distinct neighborhoods with the following attributes:

## THE HOMESTEAD

The Homestead neighborhood is the largest of the neighborhoods and includes the historic Hill Family House. It exhibits a fine-grain pattern of pedestrian-scaled blocks in a curvilinear street pattern. The Homestead consists of a rich mix of residential types and styles, which are enhanced by the strong sequence of formal squares, pocket parks, and private mews, all connected by pedestrian walks.

## THE PRESERVE

The Preserve neighborhood is designed as a unique enclave adjacent to Kays Creek. The streets are designed in an organic pattern of small, private streets around a park. This neighborhood biases the Avenues Arts & Crafts architectural style.

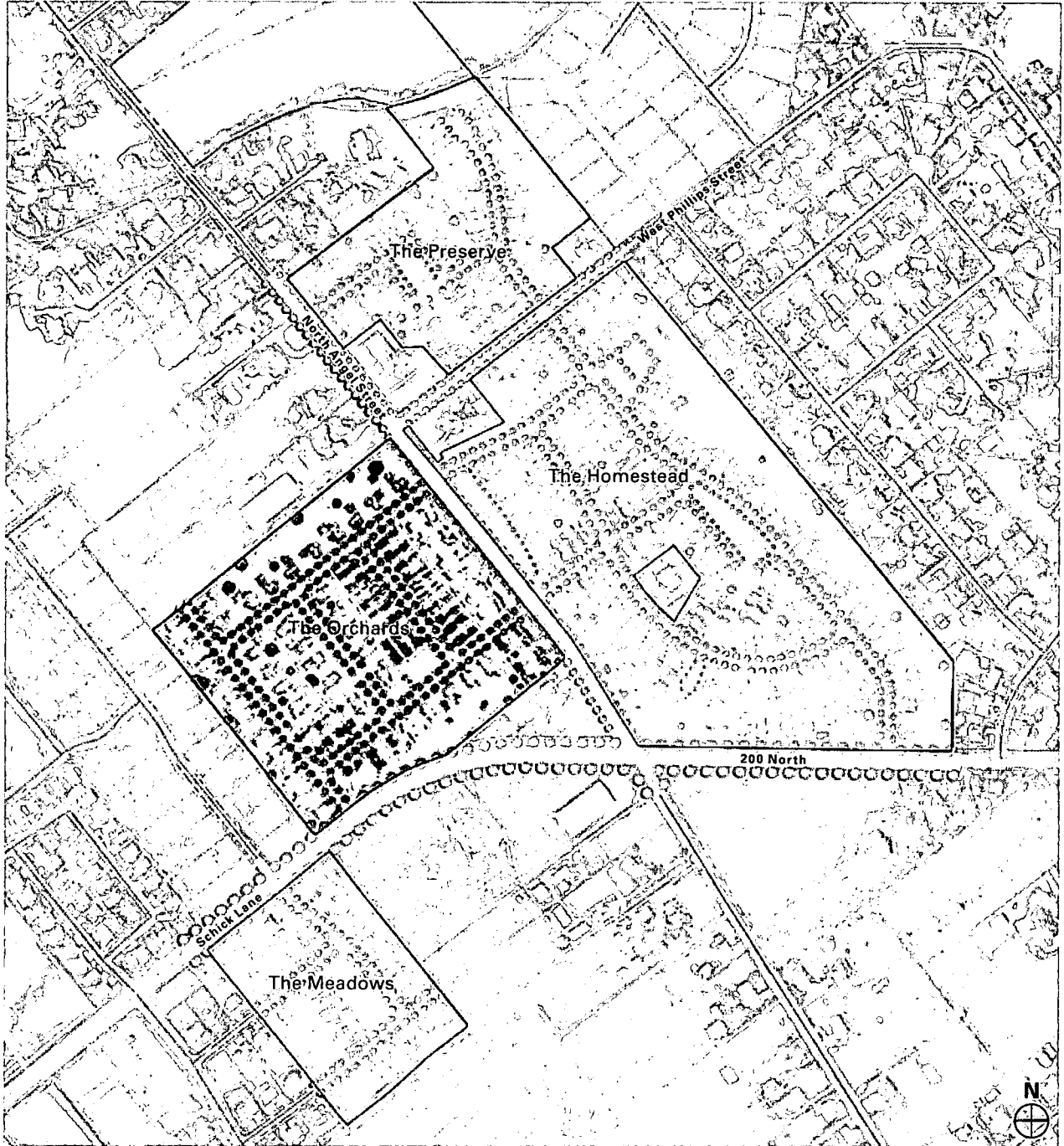
## THE MEADOWS

The Meadows is the smallest Hill Farms neighborhood and is inspired by its agricultural context. It surrounds a central green space and the majority of the homes reflect the Kaysville Victorian architecture.

## THE ORCHARDS

In contrast to adjacent neighborhoods, the Orchards reflects a traditional block network characterized by intimately scaled streets which emphasize the residential quality of the neighborhood. In the Orchards, residents are within one block of either an adjacent neighborhood or a community park.





# Plan Scripting

The neighborhoods of Hill Farms are further distinguished from both one another and the surrounding area by the use of plan scripting. Plan scripting is a technique that establishes a distinctive architectural character unique to a particular neighborhood while avoiding overly repetitious building plan and type selection. These standards detail the recommended frequency and proportion of various styles and building plans in order to create diverse, yet harmonious, neighborhoods of character. The general neighborhood standards apply to all neighborhoods but are superseded by the specific neighborhood style guides.



*Conceptual street elevation showing scripting of cottage homes.*

## GENERAL STANDARDS

- » Maximum of 2 Victorian-style elevations in a row.
- » Maximum of 4 Arts & Crafts, Colonial Revival, or English Romantic-style elevations in a row.

## Orchards Style Guide

- » Approximately 40% Victorian-style elevations.
- » Maximum of 4 Victorian-style elevations in a row.

## Preserve Style Guide

- » Approximately 60% Arts & Crafts-style elevations.
- » Maximum of 6 Arts & Crafts-style elevations in a row.

## Homestead Style Guide

- » Approximately 40% Victorian-style elevations.
- » Maximum of 4 Victorian-style elevations in a row.

## Meadows Style Guide

- » Approximately 60% Victorian-style elevations.
- » Maximum of 5 Victorian-style elevations in a row.



*Perspective of a cottage court, with residences forming a public park for active and passive recreation.*



*Conceptual street elevation showing scripting of mansion homes.*

# LOT STANDARDS

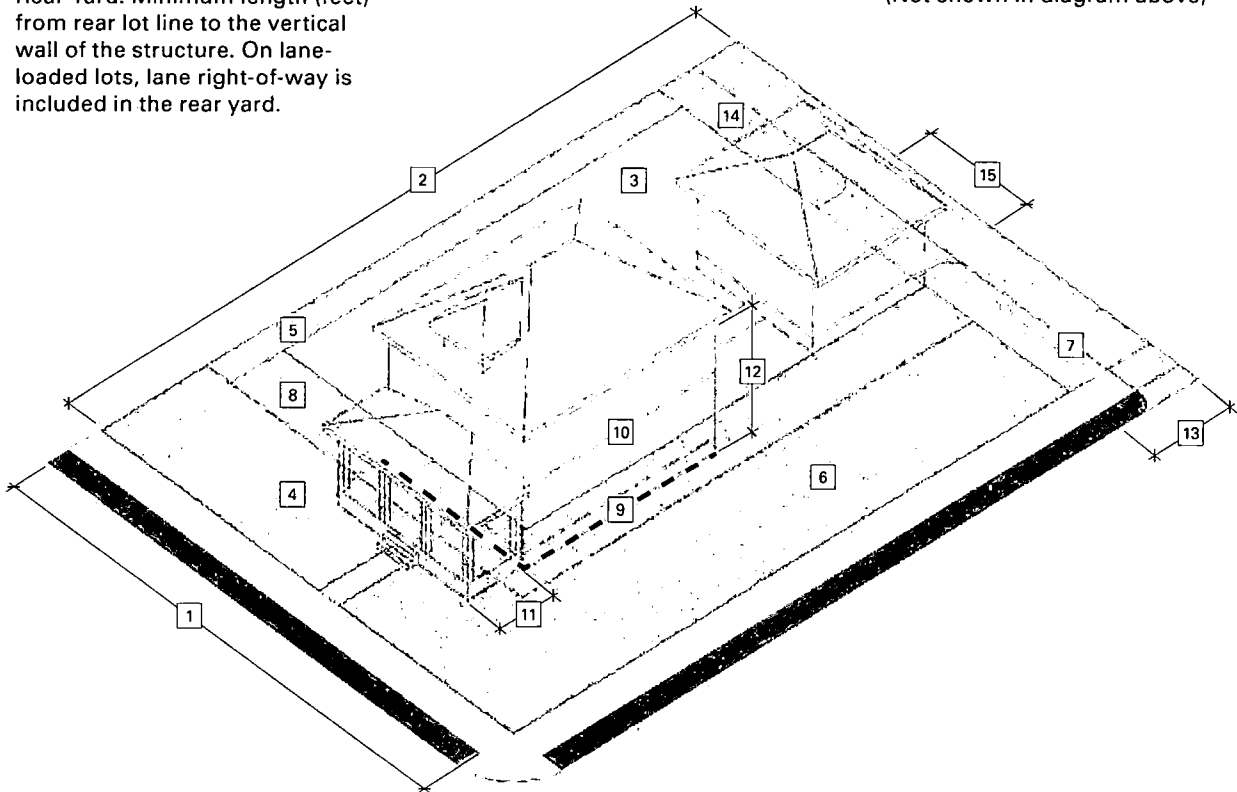
There are a variety of lot types, which are appropriate in the creation of the Hill Farms neighborhoods. Lot types vary based on both size and how the garage is accessed on that lot. Lots where the garage is accessed from a rear lane are referred to as 'lane-loaded' lots. Lane-loaded lots allow for a street experience which is uninterrupted by driveways or parked cars, place a primacy on the person-oriented elements of the house and garden, and provide an opportunity for services to be moved to the rear of the lot. There are two lane-loaded lot types: Cottage Lots and Lane-loaded Garden Lots. Cottage lots are the smallest lot types and are primarily intended for ground-floor living and may have options for low-to-zero maintenance yard. Lane-loaded Garden lots are wider than Cottage Lots and allow for house sizes more suited to families.

Front-loaded lots are appropriate along the edges of the Hill Farms property or in places where lanes are not economically viable. There are two types of front-loaded lots: Front-loaded Garden Lots and Preserve Lots. Front-loaded Garden Lots only differ from their rear-loaded counterpart in how the garage is accessed. Preserve Lots are the largest lots in the Hill Farms neighborhoods.

To the right, general lot standards are shown, and where appropriate, defined. On the following spread, specific standards for setbacks and building placement are detailed by lot type.

**DEFINITIONS**

- 1 Lot Width: Distance (feet) between side lot lines.
- 2 Lot Depth: Distance (feet) between front and rear lot lines.
- 3 Lot Area: Area (square feet) of the lot.
- 4 Front Yard: Minimum length (feet) from the front lot line that the vertical wall of conditioned space may locate. Porches may encroach into the front yard as specified in the Setback Standards.
- 5 Side Yard: Minimum length (feet) from the side lot line that the vertical wall of conditioned space may locate.
- 6 Corner Side Yard: On lots adjacent to two streets, minimum length (feet) from the side lot line adjoining street that the vertical wall of conditioned space may locate.
- 7 Rear Yard: Minimum length (feet) from rear lot line to the vertical wall of the structure. On lane-loaded lots, lane right-of-way is included in the rear yard.
- 8 Facade Zone: The maximum distance from a Yard that the vertical wall of a main body's conditioned space is permitted to sit, as measured from the back of the front yard, and inner side yard lot line on corner lots.
- 9 Facade Percentage: The percentage of the facade zone that a building's facade is required to occupy.
- 10 Above Ground Livable Area: The minimum total above ground area (square feet) of conditioned space in the house.
- 11 Porch Encroachment : The distance (feet) that the porch may encroach into the front yard as measured from the front of the facade zone.
- 12 Height: Above ground height (habitable floors) of the main body of the building.
- 13 Garage Setback: On a front-loaded lot, minimum distance (feet) from the front facade of home to the vertical wall of the structure. On lane-loaded lots, minimum length from rear lot line to vertical wall of the structure.
- 14 Lane Right-of-Way Line: On lane-loaded lots, an alley right-of-way may encroach 10 feet into the Rear Yard as measured from the rear lot line. The eight feet of this right-of way adjoining the lot line should be paved.
- 15 Maximum Driveway Approach Cut Width: The maximum width (feet) of paved area as measured where the driveway meets the ROW.
- 16 Maximum Driveway Width at Sidewalk: The maximum width (feet) of paved driveway area as measured where the driveway intersects the sidewalk. (Not shown in diagram above)

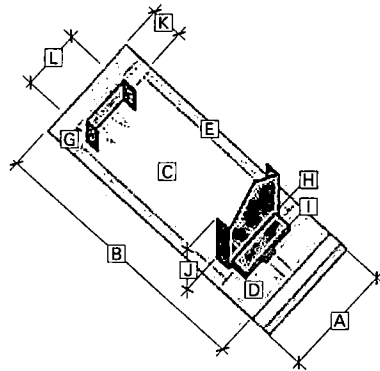


SECTION B

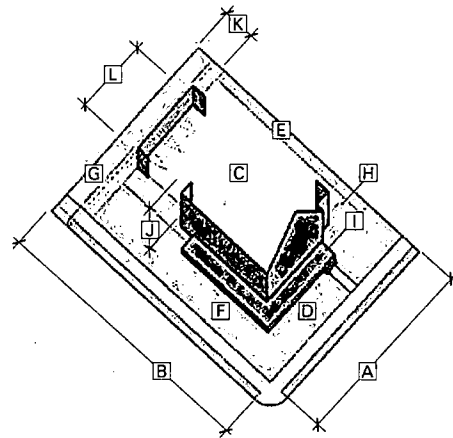
NEIGHBORHOOD STANDARDS

# Setbacks and Building Placement

COTTAGE LOT



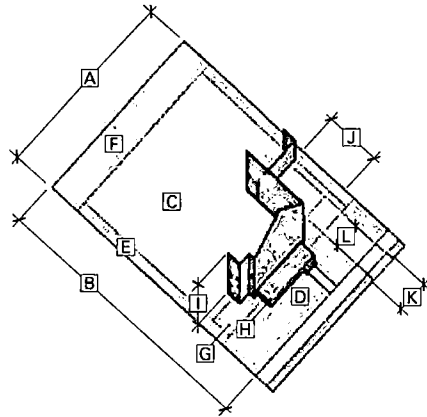
LANE-LOADED GARDEN LOT



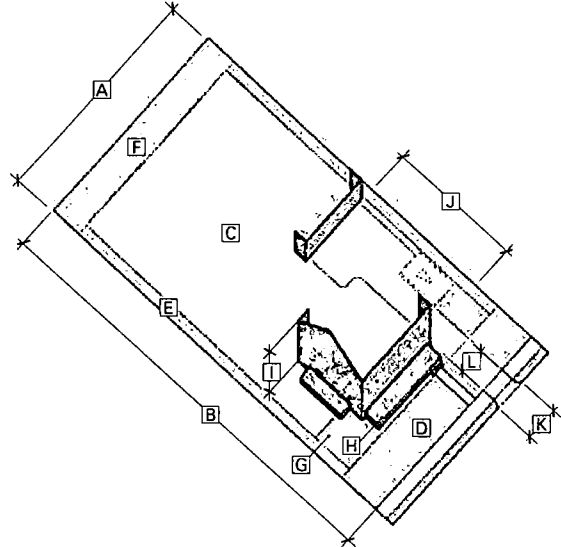
	Typical Lot Size	Typical Lot Size
A Width	50	85
B Depth	120	120
C Area	6000	10,200
	<b>Setbacks</b>	<b>Setbacks</b>
D Front	20	20
E Side	5	5
F Corner Side	10 (not shown)	10
G Rear	15	15
	<b>Facade Zone</b>	<b>Facade Zone</b>
H	10	25
	<b>Facade Percentage</b>	<b>Facade Percentage</b>
	45	45
	<b>Above Ground Livable Area</b>	<b>Above Ground Livable Area</b>
	1,500	1,500
	<b>Porch Encroachments</b>	<b>Porch Encroachments</b>
I	8	8
	<b>Height</b>	<b>Height</b>
J	1-2 floors	2-3 floors (not-to-exceed avg. ht. of 35' per city ordinance)
	<b>Garage Setback</b>	<b>Garage Setback</b>
K	15	15
	<b>Maximum Driveway Approach Cut Width</b>	<b>Maximum Driveway Approach Cut Width.</b>
L	30	30



**FRONT-LOADED GARDEN LOT**



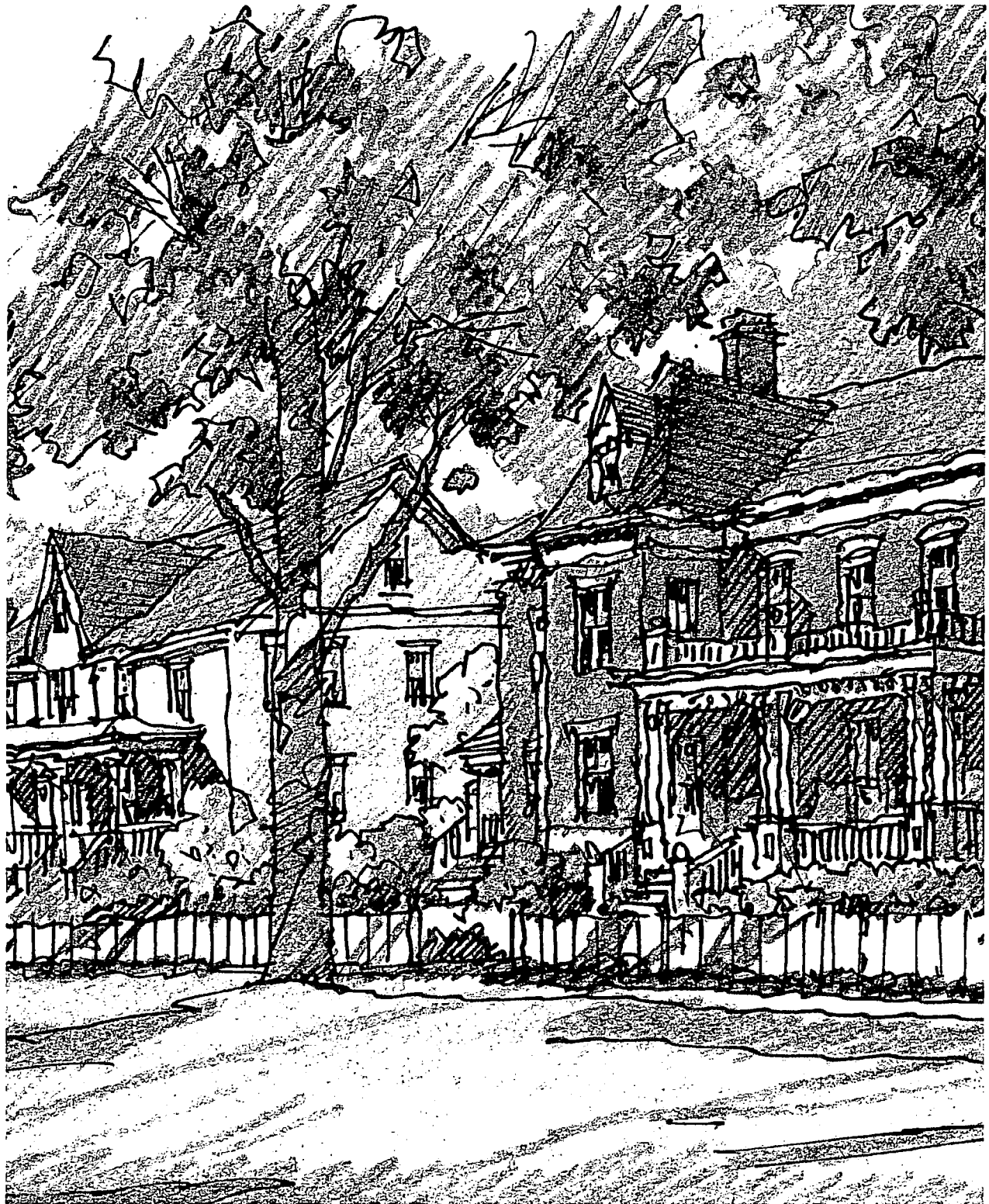
**PRESERVE LOT**



	Typical Lot Size	Typical Lot Size
A Width	85	100
B Depth	120	190
C Area	10,200	19,000
	<b>Setbacks</b>	<b>Setbacks</b>
D Front	20	30
E Side	5	8
Corner Side	10 (not shown)	15 (not shown)
F Rear	15	15
	<b>Facade Zone</b>	<b>Facade Zone</b>
G	25	35
	<b>Facade Percentage</b>	<b>Facade Percentage</b>
	40	40
	<b>Above Ground Livable Area</b>	<b>Above Ground Livable Area</b>
	1,500	2,000
	<b>Porch Encroachments</b>	<b>Porch Encroachments</b>
H	8	8
	<b>Height</b>	
I	2-3 floors (not-to-exceed avg ht. of 35' per city ordinance)	2-3 (not-to-exceed avg ht. of 35' per city ordinance)
	<b>Garage Setback</b>	<b>Garage Setback</b>
J	18	18
	<b>Maximum Driveway Approach Cut Width</b>	<b>Maximum Driveway Approach Cut Width</b>
K	15	15
	<b>Maximum Driveway Width at Sidewalk</b>	<b>Maximum Driveway Width at Sidewalk</b>
L	12	12

SECTION C

ARCHITECTURE STANDARDS



# OVERVIEW

The architectural patterns of Hill Farms are rooted in the historical styles of the Salt Lake region. Specifically, this Pattern Book features a deeply local vernacular, such as the Victorian farm houses in the Kaysville area and on the Hill Property. Traditionally, houses tend towards similar dimensions for widths and lengths of main bodies, which provide natural lighting for all the rooms as well as allow for a visual consistency within a neighborhood. These principles become the basis for a common architectural language that allows all of the buildings in the neighborhood to speak to one another, regardless of style.

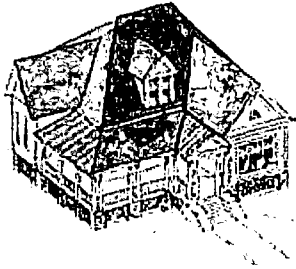
Striking the appropriate balance between individuality, variety, and economies is critical in the context of creating a neighborhood. A high-quality neighborhood includes housing elements that contribute to a truly neighborly environment. These elements promote connectivity to between the house and neighborhood and include porches, terraces, and site pergolas in locations that benefit both the house and the neighborhood around it.

This section begins with Architectural and Sustainable Design principles which apply to all massing strategies and styles. The Architectural Design Principles section details the essential elements of the house and their relationship to one another. The Sustainable Design Principles section details cost-effective ways to construct a house in order to save on utility bills and maximize energy efficiency.

The Architectural Patterns section provides guidelines and examples for the composition of these details for the primary historic styles. Finally, a common materials palette will simplify the process for making minor architectural modifications.

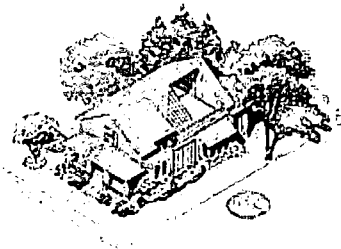
## ARCHITECTURAL PATTERNS

The Architectural Patterns section begins with an overview of the four traditional architectural styles found in the region. Following, pages for each style identify the typical characteristics and elements of a house from general massing and window and door composition to eave and porch details. These are described in both graphic and written form outlining the distinct architectural options for Hill Farms.



### Architectural Design Principles

The Architectural Design Principles section is intended to help the buyer and the builder understand the key elements that contribute to the character or “style” of the house. It provides general guidelines on effective application of various components that contribute to the final assembly of a house.



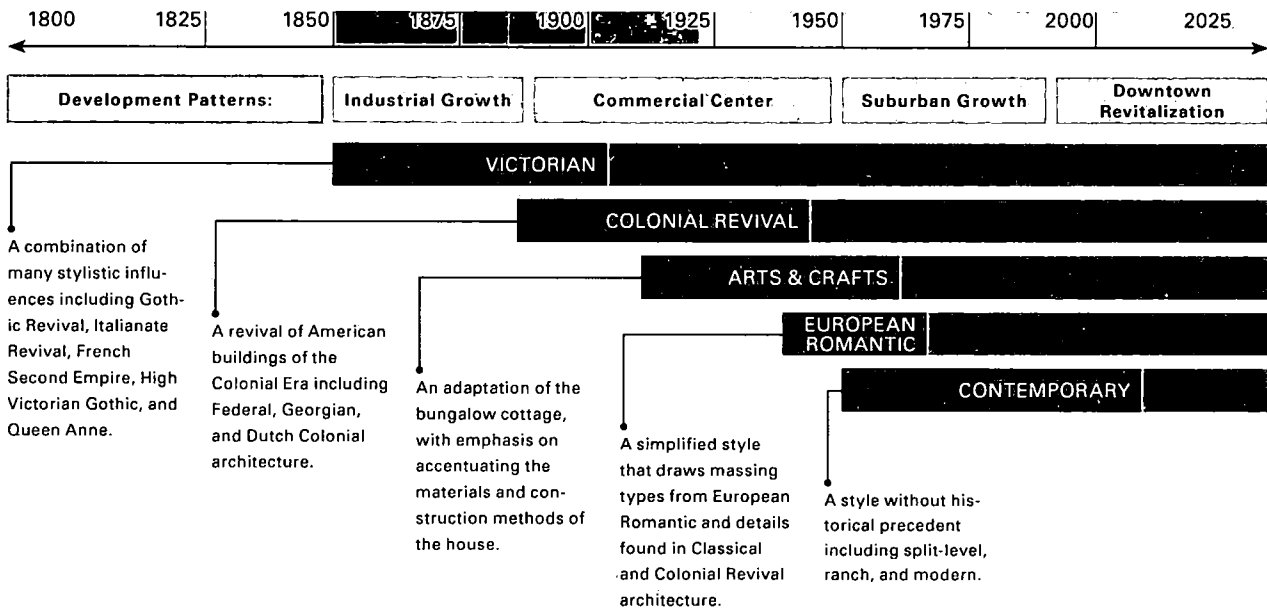
### Sustainable Design Principles

Hill Farms supports the integration of green building techniques, including the use of renewable energy, in all projects. The Sustainable Design Principles section describe various systems and strategies that are available to every homeowner.

# ARCHITECTURAL PATTERNS

The first step to choosing a house is understanding the desired style of home. The following pages define four primary architectural vocabularies that serve as a guide for developing new designs for houses. These are based on the inherited patterns found throughout the region and include: Victorian, Colonial Revival, Arts & Crafts, and English Romantic. The adaptation of these traditional architectural styles for Hill Farms calls for a simplified approach to details and materials with an emphasis on proportion and clear and simple forms. This section highlights essential characteristics, massing variations, and key elements within each style to serve as guidelines for choosing and building a new home.

## CHRONOLOGY OF DEVELOPMENT OF AMERICAN ARCHITECTURAL STYLES

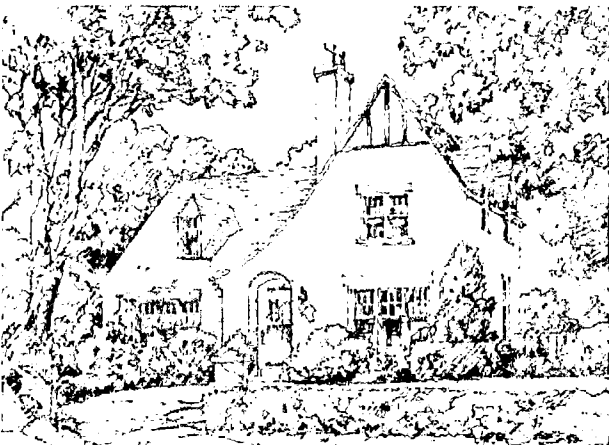




*Kaysville Victorian*



*Avenues Arts & Crafts*

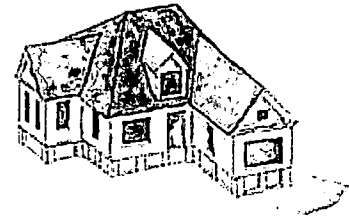
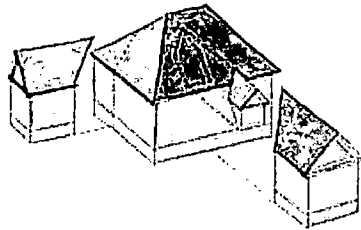
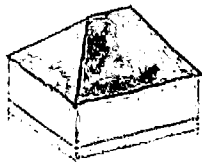


*Salt Lake European Romantic*



*Hill Farms Colonial Revival*

# Architectural Design Principles



## MAIN BODY

Most traditional houses are distinguished by a main body, which is always the most important form. Additional space is created through secondary additions to this main body. The first step in designing a house is to determine the main body massing strategy. This will guide the development of a new house plan or the modification to an existing house.

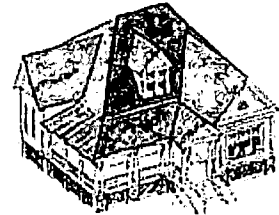
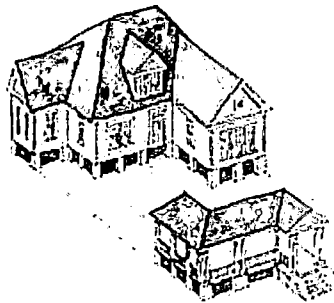
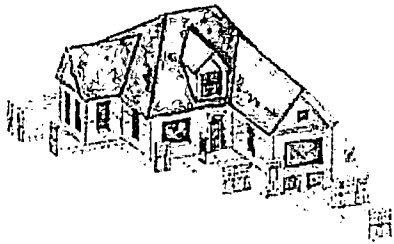
## WINGS

In general, additions are treated as wings. Side wings can be either one, or one-and-one half stories, set back from the front facade of the main body. Two-story additions can be added to two-story main bodies, but should be set back from the front facade and limited in width to a maximum of one-third the width of the main body. Side wings and area wings can be added in many combinations.

## DOOR AND WINDOW COMPOSITIONS

Once the massing and the floor-to-floor heights are determined, various door and window compositions may be explored. Most styles have very definite patterns that were used to produce balanced or picturesque compositions with a harmonious and pleasing image. Window proportions, location, and space are all important and were well understood by early house builders.





#### **WINDOWS**

While windows and doors are available today from a wide range of manufacturers and come in almost any shape and size, correctly proportioned and detailed windows and doors are critical in reinforcing the style of the house. The Pattern Book illustrates standard window and door types used for each architectural style.

#### **PORCHES**

Porches are important elements in the environment and find expression in almost every architectural style or vocabulary. Setting the appropriate column types, porch cornices, railing, and balustrades is key to establishing the character of the house. The Pattern Book illustrates a desired relationship of the porch to the main body complete with details and composition.

#### **FINAL ASSEMBLY**

The final assembly of the various components should produce a house of recognized character and quality no matter what the size. Appropriate materials are discussed at the end of the section. Illustrations within each style section demonstrate the effective application of the Pattern Book guidelines.

# Sustainable Design Principles

## PASSIVE DESIGN STRATEGIES

- A. Natural ventilation: Locate operable windows to allow for natural ventilation and airflow as a means of efficiently cooling the house.
- B. Porches and architectural shading: Correctly size and proportion porches and overhangs to shade windows on the heat-intensive southern and western facades.
- C. Evergreen and landscape windcreens: Protect the house from prevailing winter winds with coniferous trees and shrubs.
- D. Insulation: Insulate the house well to help retain comfortable indoor temperatures. To protect the insulation from moisture, install a vapor barrier. Proper insulation reduces air leakage and preserves indoor air temperatures, thereby decreasing the amount of energy consumed by mechanical systems and decreasing energy bills.
- E. Natural daylighting: Place windows to provide natural light throughout the day. Sunlight is free and energy-efficient; it creates a healthy, enjoyable indoor environment.
- F. Minimize air leaks: Properly seal around all wall penetrations, windows, and doors with foam insulation or caulk, while still allowing for adequate air exchange to maintain indoor air quality.

## MATERIAL AND CONSTRUCTION EFFICIENCY STRATEGIES

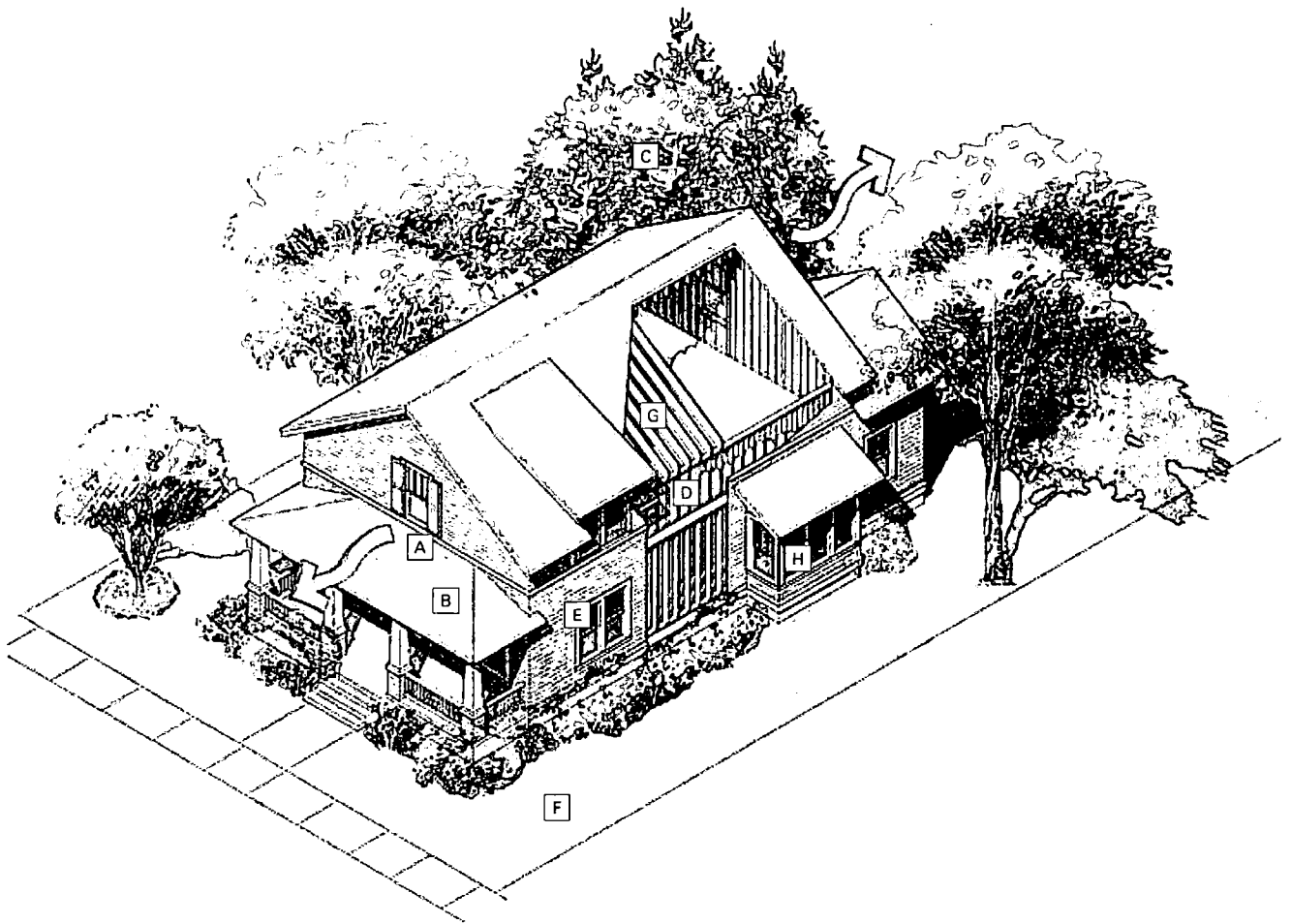
- » Mechanical system design: Size the mechanical systems appropriately, taking into consideration the size, insulation, and passive solar design of the house. Design the mechanical systems efficiently to reduce material inputs.
- » High quality materials: Use high quality materials with longer lifecycles. The greater initial cost is made up for in higher energy performance and reduced maintenance.
- G. Minimize paving: Minimize the amount of paved surfaces to reduce construction costs, materials, and runoff while increasing groundwater replenishment and the area for vegetation.
- H. Minimize construction waste: Design and construct the house to avoid excess material waste. When possible, recycle materials that are not used during or are left over from construction.
- I. Use engineered and certified lumber: Use engineered (non-formaldehyde) and Forest Stewardship Council certified lumber to decrease the environmental impact on old-growth forests.

## LIVING ENVIRONMENT

- » Low-toxicity and natural materials: Choose materials, furnishings, and finishes to affordably avoid PVC, formaldehyde, arsenic, chromium, and other toxic chemicals.
- » Ventilation, humidity, and mold: Install operable windows and mechanical ventilation/moisture control to improve indoor air quality and discourage mold growth.

## ENERGY AND LIFE-CYCLE EFFICIENCY STRATEGIES

- » Well-sealed ductwork: Seal ductwork to reduce air leakage into unconditioned spaces.
- » Efficient appliances and plumbing fixtures: Reduce energy and water consumption by specifying Energy Star rated appliances.
- » Efficient and insulated water heater and plumbing: Reduce energy used to heat water by insulating water heater and hot water pipes. Solar water heaters drastically reduce energy consumption.
- » HVAC system: Size HVAC equipment appropriately by considering size, insulation, and passive design strategies above to reduce cost and energy required to operate an oversized system.
- J. Energy-efficient window: Install double-pane, insulated, and low-e coated windows to mitigate radiant heat gain in the warmer months and reduce heat loss in the cooler months.



*Sustainable Design Principles*

# KAYSVILLE VICTORIAN

The Victorian style has left indelible traces across the country's historic cities. Rising to prominence in the late 1800s, the style was popularized as the industrial revolution facilitated mass production and brought complex and elaborate building elements to the reach of the homebuilder. This era resulted in a series of varied styles inspired by European imports. Italianate, Second Empire, and Queen Anne styles are the prevalent influences in historic Kaysville Victorian houses. Houses of this style were often the center piece of a larger farm or on a street of small-scale neighborhood homes

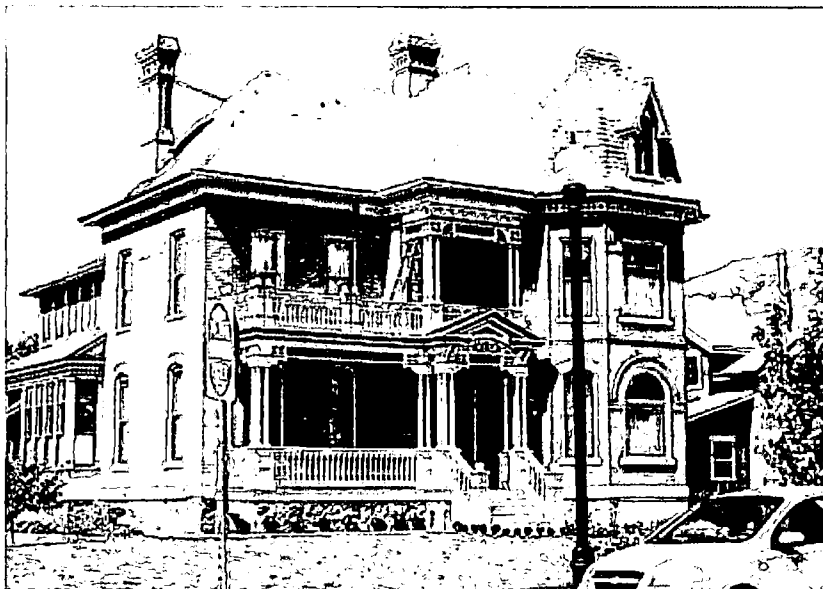
Tall, vertical proportions accentuate openings and define bays. Wood details may be highly ornamental to create textured and playful facades. Porches are an inherent massing element which create rooms for outdoor living.

## ESSENTIAL CHARACTERISTICS

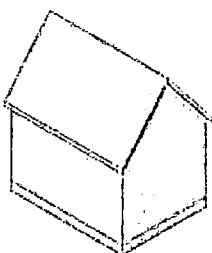
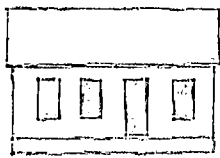
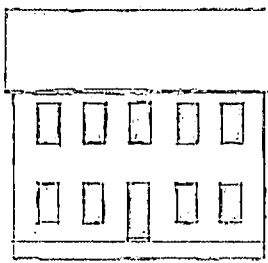
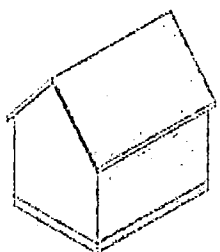

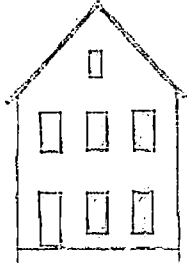
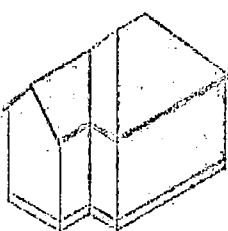


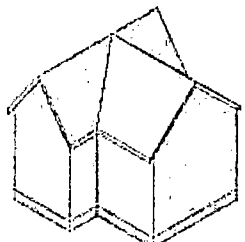
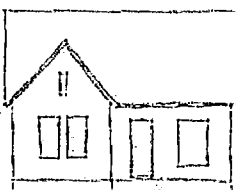
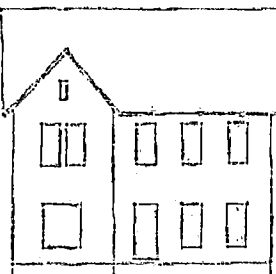
- » Steeply pitched roofs.
- » Ornate eaves and contrasting trim colors.
- » Masonry or siding with shingle accents.
- » Vertical proportions for windows and doors.



GALLERY OF EXAMPLES



# Massing and Composition

	MASSING STRATEGY	1-STORY COMPOSITION	2-STORY COMPOSITION
BROAD FRONT			
FRONT GABLE			
PYRAMIDAL-L			
GABLE-L			

# Architectural Elements

## A. ROOFS

- » Front-facing roofs should have a slope between 10:12 to 14:12.

## B. EAVES

- » Boxed eaves with overhang of 12 to 24 inches.
- » Eave returns on gable elevations are common.
- » Deep frieze boards and deep decorative gable end boards help accent roof elements.

## C. WINDOWS

- » Typically double hung windows of 1 over 1, 2 over 1, or 2 over 2. window pane proportions.
- » Larger first-floor windows are common, as are paired windows.
- » Shutters are permitted, but must appear operable and sized to match window opening.
- » Window trim 6 to 8 inches with optional decorative cap.

## D. WALLS

- » Stucco, siding, or brick.
- » Siding may be lap siding, exposure between 3 and 7 inches or vertical board and batten.
- » Typically bright colors or whites.

## E. PORCHES

- » Broad porches with minimum depth of 7 feet.
- » Slender doric columns or decorative posts.
- » Porch bay spacing typically aligns with window bays of second floor.

## F. DOORS

- » Strong, contrasting colors.



# AVENUES ARTS & CRAFTS

Avenues Arts & Crafts houses are derived from the traditions of Bungalow Design, which gained widespread popularity of the United States in the 1920s. This movement was influenced by the revival and interest in a return to unique crafting of furniture, housewares, and everyday objects, as well as related painting and sculpture in England at the end of the nineteenth century. During this time, architecture was influenced by a more natural and expressive use of materials and forms. This enduring style flourished in the early twentieth century, especially in the design of modest cottages. The movement was centered in California and the West Coast as builders used pattern books and mass-marketed house plans and packages to attract a broad spectrum of homebuyers. These can be seen in many of the traditional neighborhoods of Salt Lake, such as the Avenues.

The Arts & Crafts house is characterized by broad, open porches, low-sloping roofs with deep overhangs, asymmetric window and door compositions, expressive trim, exposed rafters, and bracketed porches. Internal floor plans in this style are often very open and distinguished by built-in furniture, cabinet work, and trim, often in oak or a natural wood with expressive grain. Organic and naturalist motifs are typically used in interior finishes and ornamentation.



## ESSENTIAL CHARACTERISTICS

- » Shallow-pitched roofs with deep overhangs.
- » Deep, broad porch elements with expressive structural components.
- » A mixture of materials such as siding, woodwork, brick accents, shingles, and siding.
- » Grouped windows of similar scale.
- » Rich colors of earth tones.



GALLERY OF EXAMPLES



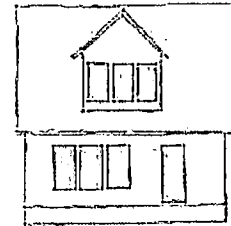
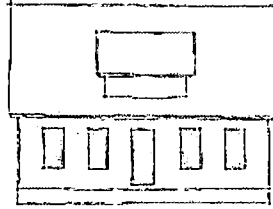
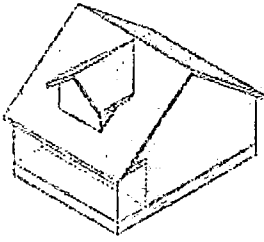
# Massing and Composition

MASSING STRATEGY

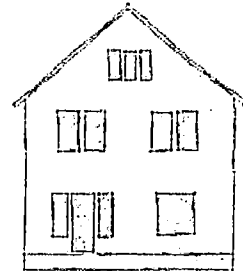
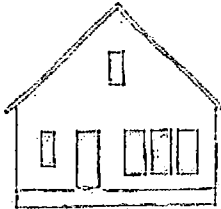
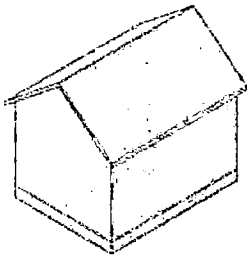
1-STORY COMPOSITION

2-STORY COMPOSITION

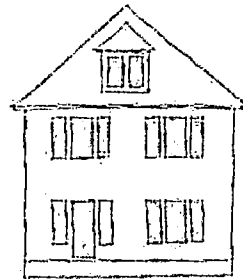
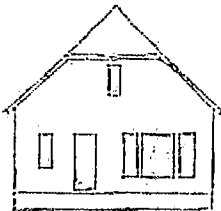
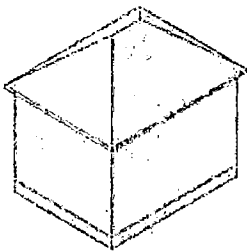
SIDE GABLE



FRONT GABLE



HIPPED ROOF



# Architectural Elements

## A. ROOFS

- » Roofs should have a slope between 5:12 to 12:12.

## B. EAVES

- » Boxed eaves with overhang of 12 to 36 inches.
- » Brackets on gable elevations are common.
- » Deep frieze boards and deep decorative gable end boards help accent roof elements.

## C. WINDOWS

- » Typically double hung windows of 1 over 1, 2 over 1, or 6 over 1 window pane proportions.
- » Larger first-floor windows are common, as are paired windows.
- » Shutters are permitted, but must appear operable and sized to match window opening.
- » Window trim 6 to 8 inches with optional decorative cap.

## D. WALLS

- » Stucco, siding, or brick.
- » Siding may be lap, exposure between 3 and 7 inches or vertical board and batten.
- » Typically earth tones, yellows or greens.

## E. PORCHES

- » Broad porches with minimum depth of 7 feet.
- » Slender tuscan columns or decorative box posts.
- » Porch bay spacing typically aligns with window bays of second floor.

## F. DOORS

- » Deep, complimentary colors.
- » Typical divided light window over single or double panels of vertical proportions.



# SALT LAKE ENGLISH ROMANTIC

The English Romantic style has been popular in America since the early twentieth century. Historically, the style was based on architectural interpretations of English architecture, including Medieval English cottages, manor houses, and rural village vernacular houses. The interpretations included houses with simple volumes often with front-facing gables that have steeply pitched roofs between 12 in 12 and 16 in 12. Dormers of the gable, hip, or shed varieties are a dominant feature of the style. In the Salt Lake valley, the principal material for the exterior cladding is masonry or stucco. There is often a mix of accent materials.

Chimneys typically act as a principal element for the massing and composition of the house. These are usually very massive, with simple detailing and chimney pots. Decorative half-timbering, shingling, and siding are common and can occur on the entire second story or in the upper gables or secondary massing elements. Windows are typically casements, vertical in proportion and arranged in groups of two to five. There are relatively few windows in the facade; the dominant form is one of a solid mass with small openings.

## ESSENTIAL CHARACTERISTICS

- » Large, simple roof planes with shallow overhangs.
- » Steep roof pitches with dormers
- » Chimney is a major compositional element.
- » Picturesque window and door locations and groupings.
- » Solid entrance porticos, often adjacent to wood porches.



GALLERY OF EXAMPLES



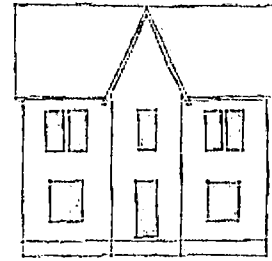
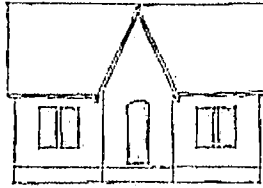
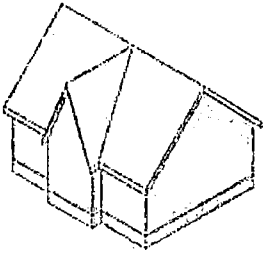
# Massing and Composition

MASSING STRATEGY

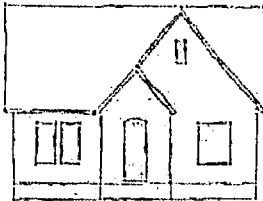
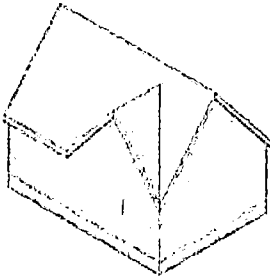
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2-STORY COMPOSITION

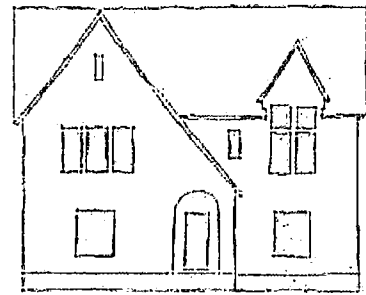
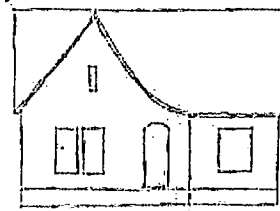
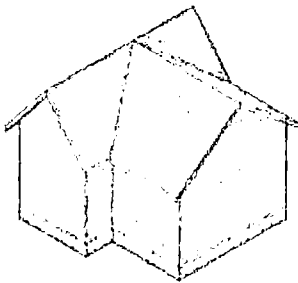
SIDE GABLE



SIDE GABLE WITH DOMINANT CROSS-GABLE



ASYMMETRICAL GABLE-FRONT



# Architectural Elements

## A. ROOFS

- » Roofs should have a slope between 10:12 to 14:12.

## B. EAVES

- » Boxed eaves with overhang of 6 to 24 inches.
- » Decorative returns on gable elevations are common.

## C. WINDOWS

- » Typically double hung windows of 1 over 1, 6 over 1, or 8 over 1 window pane proportions.
- » Larger first-floor windows are common, as are grouped windows.
- » Shutters are permitted, but must appear operable and sized to match window opening.
- » Window trim 6 to 8 inches with optional decorative cap.

## D. WALLS

- » Stucco with siding accents, or brick.
- » Siding may be lap, exposure between 3 and 7 inches or vertical board and batten.
- » Typically soft earth tones.

## E. PORCHES

- » Broad porches with minimum depth of 7 feet.
- » Posts or stucco columns.
- » Porch bay spacing typically aligns with window bays of second floor.

## F. DOORS

- » Strong, contrasting colors.



# HILL FARMS COLONIAL REVIVAL

Colonial Revival emerged as the style of choice in many areas across the United States in the early 1900s. The style has been recognized as an “American-born” architectural style. It is based on Classical design principles and influences from the earlier Colonial Period in this country, namely Anglo East Coast precedents that incorporated eclectic interpretations of Classical details on simple massing types and straight-forward compositions.

The style was developed in various regional adaptations throughout the country. In the Salt Lake Valley, for example, Colonial Revival houses often favor attributes found in the Prairie style that was also emerging at the same time; they represent an interconnectedness with the outdoors, horizontal lines and proportions, and wider windows and detailing than their East Coast counterparts. Colonial Revival houses in Hill Farms will emphasize the more horizontal proportions with square columns, wide corner boards, pilaster expressions, and door and window trim.

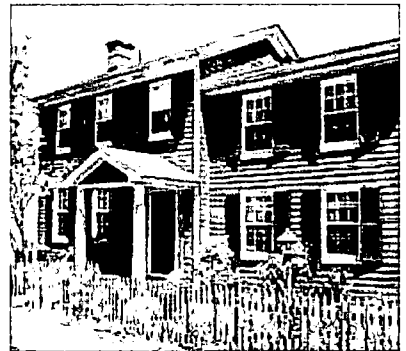
## ESSENTIAL CHARACTERISTICS

- » Simple, straightforward volumes with side wings.
- » An orderly, symmetrical relationship between windows, doors, and building mass.
- » Wide, multi-pane windows with six-pane patterns, sometimes paired.
- » Simplified versions of classical details and columns, occasionally with classical orders used at the entry.
- » Porches added to create more complex shapes.





GALLERY OF EXAMPLES



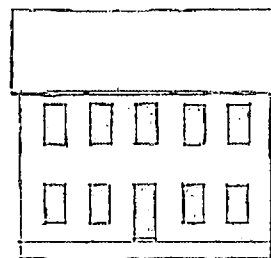
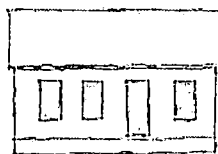
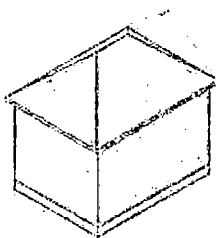
# Massing and Composition

MASSING STRATEGY

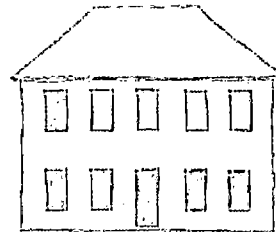
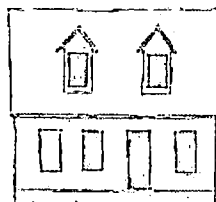
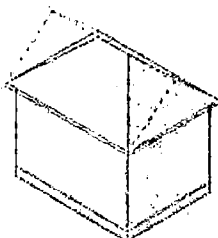
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2-STORY COMPOSITION

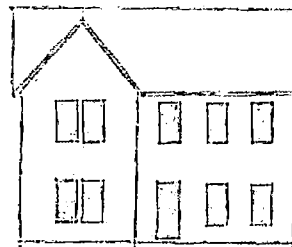
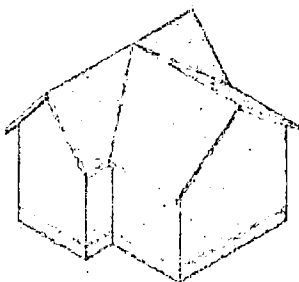
SIDE GABLE



SIDE GABLE WITH DOMINANT CROSS-GABLE



ASYMMETRICAL GABLE-FRONT



# Architectural Elements

## A. ROOFS

- » Roofs should have a slope between 7:12 to 12:12.

## B. EAVES

- » Boxed eaves with overhang of 12 to 24 inches.
- » Eave returns on gable elevations are common.

## C. WINDOWS

- » Typically double hung windows of 1 over 1, 6 over 1, or 6 over 6 window pane proportions.
- » Larger first-floor windows are common.
- » Shutters are permitted, but must appear operable and sized to match window opening.
- » Window trim 6 to 8 inches with optional decorative cap.

## D. WALLS

- » Stucco, siding, or brick.
- » Siding may be lap, exposure between 3 and 7 inches or vertical board and batten.
- » Typically bright colors or whites.

## E. PORCHES

- » Broad porches with minimum depth of 7 feet.
- » Slender tuscan columns or decorative posts.
- » Porch bay spacing typically aligns with window bays of first or second floor.

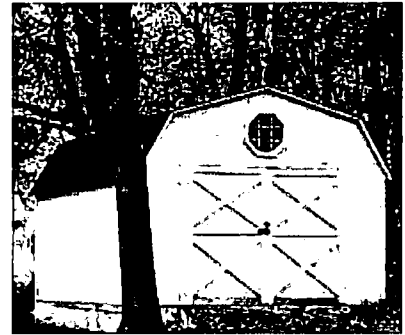
## F. DOORS

- » Strong, contrasting colors.
- » 6-panel doors are common.



# ACCESSORY STRUCTURES

Accessory structures are incidental and subordinate to the principal structures yet located on the same lot. They should be located to the rear of the principal structure and must respect all setback and placement requirements. On corner lots, accessory structures should be placed on the corners as a way to define the space of the yard and street. Examples of accessory structures include sheds, gazebos, and other such structures. In all cases, accessory structures should be of a similar character, materials, and color to the principal structure and should match the style of eaves, roof, and windows.



# Garages

Like accessory structures, garages should be subordinate to the principal structure on the lot. Garages may either be attached to or detached from the principal structure and may be accessed from the front of the lot or from a rear lane. Garages must comply with all lot setback and placement requirements. All front-facing garages near the sidewalk must have carriage doors. Additional single car garages are permitted.



## ACCESSORY STRUCTURE REQUIREMENTS

- » Similar character, materials, and color palette of the principal structure.
- » Match style of eaves, roof and windows.
- » All front-facing garages within 30' of the sidewalk must have carriage doors no wider than 30'.
- » Front-facing garages beyond 30' of the sidewalk may be wider, but should reflect the character of the house.
- » Additional single car garages may occupy the facade zone parallel to the principal structure where the lot size permits.



# APPROVED MATERIALS

## ROOFS

- » Roof penetrations and flat skylights may be placed on a roof not facing a public thoroughfare, maximum of two skylights per roof plane.
- » Roof vents of any kind must be painted to match the roof shingles.
- » 30-year asphalt architectural shingles.
- » Other roofing materials may be approved by ARB.

## SOFFITS

### Common Material

- » Aluminum soffits and fascia materials are permitted.

### Custom Material

- » Smooth fiber-cement boards.

## GUTTERS AND DOWNSPOUTS

- » Downspouts must be located away from prominent corners, and must drain away from window wells.

### Common Material

- » Ogee profile gutters with round or rectangular downspouts.

### Custom Material

- » Half-round with round downspouts in Galvalume finish or copper.

## TRIM

- » Transitions between materials must be trimmed and flashed in a manner appropriate to the style.

## BASE

- » The first floor is typically set no more than three feet above the finished grade.
- » Foundations may be covered with plaster, stucco, brick, or stone.

## CLADDING

- » Cement board, siding, shingles, stucco, brick, or stone may be used in a manner appropriate to the style.
- » T-1-11, vinyl, or aluminum siding materials are not allowed.

## SIDING

- » Only smooth siding permitted.

## SHINGLES

- » Weave at corners or terminate with appropriate corner trim board.

## MASONRY/BRICK

- » Never terminate at an outside corner or in the middle of a wall; masonry must terminate at an inside corner.
- » Trim with an appropriate masonry water table detail.

- » Headers or lintels must span openings.

between trim and wall plane;  
gable ends and accent panels;  
plane changes.

#### **MASONRY/STUCCO**

- » Stucco must be a smooth sand pebble fine finish.
- » Quartz stone finish is not allowed.
- » Windows, doors, and other openings within a stucco wall must be trimmed with cement board trim.
- » Other trims may be approved by ARB.

#### **LIGHTING**

- » Porch ceilings must be lighted.
- » Provide flanking fixtures on garage doors located in lanes.

#### **CHIMNEYS**

- » Stucco or brick on all sides.
- » Siding is not allowed on chimneys.

#### **COLUMNS AND RAILINGS**

- » Rails must be attached to porch columns.
- » Four-inch maximum distance between porch pickets.

#### **PLAQUES**

- » House numbers must be displayed on approved ARB plaques.

#### **COLOR**

- » Color must be approved by the ARB and shifts are limited to the following locations: inside corners; horizontal breaks and changes in material; breaks

SECTION D

APPENDIX





# Review Process

Building permits are required for all building projects in Hill Farms. The purpose of this section is to help homeowners and builders navigate the requirements of two entities, Hill Farms and Kaysville City.

The chart on the following page illustrates the steps from project design to construction. Along the way, a number of factors, including type of project and location of property, affect the route one may take to get permitted.

A building permit application and copies of the site/plot plan, as well as structural and architectural drawings, must be completed and meet current city requirements.

## THE PERMITTING PROCESS

Kaysville City requires homeowners to obtain a permit prior to beginning construction projects.



## PERMIT DOCUMENTS

### Kaysville City

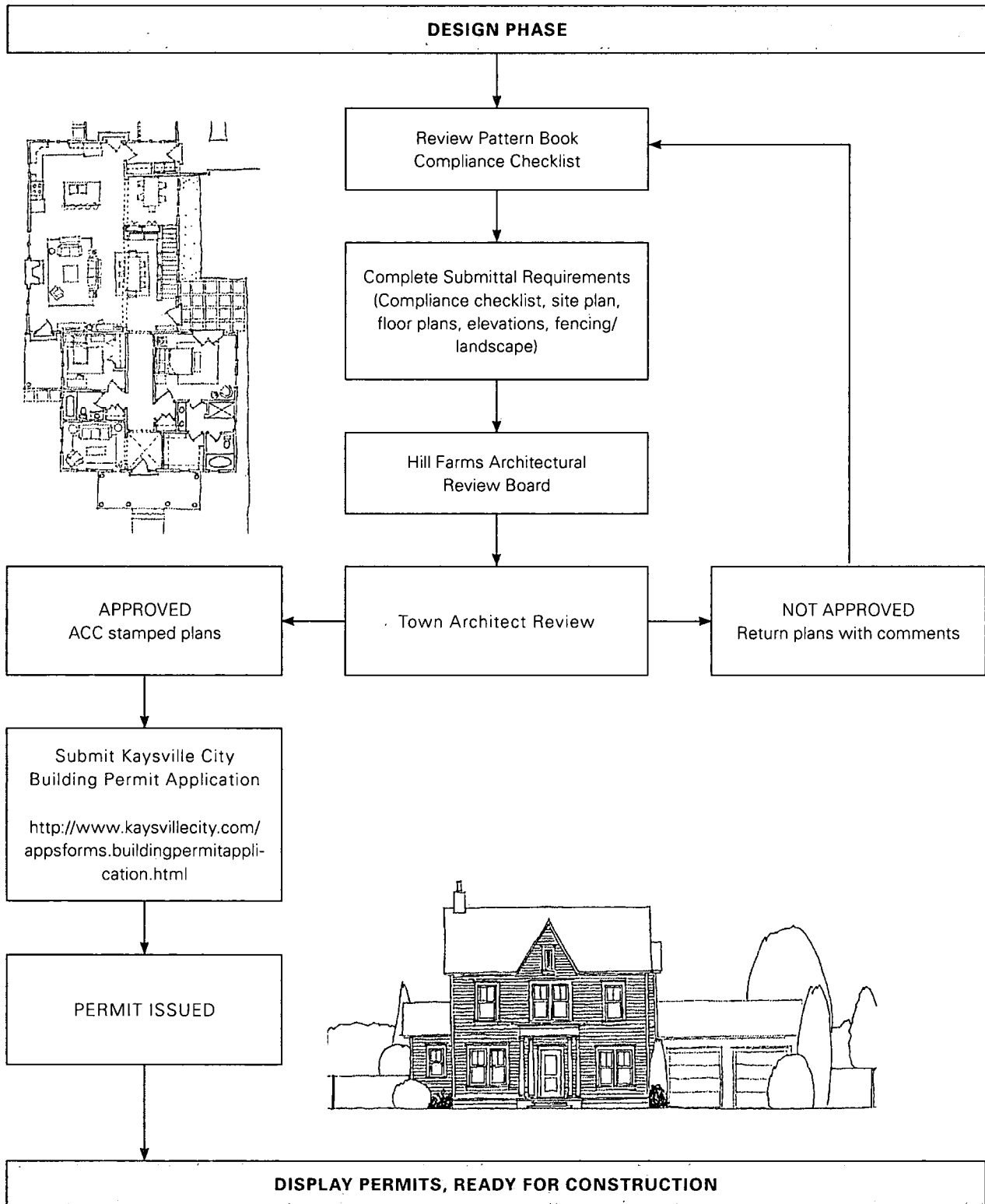
<http://www.kaysvillecity.com/>  
23 East Center Street  
Kaysville, Utah 84037  
801-546-1235

### Kaysville City

#### Building Permit Application

<http://www.kaysvillecity.com/apps-forms.buildingpermitapplication.html>





# A Pattern Book History

All across this country, in small towns, large cities, villages, and hamlets, one will find remarkably beautiful traditional neighborhoods. Kaysville is no exception. These collections of houses were designed and grouped together to create a series of neighborhood streets and spaces of remarkable charm and character. Though the variety and individuality of these houses is admired, one is most struck by the way in which each individual house and public building relates to its neighbors and the consistently high design standards followed by all. There is never a discordant or incorrect house.

Initially, houses and towns were built on the frontier of the wilderness, often far removed from civilization. The rapid growth of our country resulted in a series of building booms, in which thousands of houses were built each decade in each community. And yet, the results of this mass production were carefully crafted houses in a variety of architectural styles, all with superb proportions and ornamentation. Windows, doors, roof forms, and porches followed complex and sophisticated design principles and patterns.

How was such a sophisticated level of design maintained across so wide a geographic area and for nearly 150 years? There were certainly not enough architects to design each of the houses. Architects did, however, contribute designs and principles to the building industry

in a series of builders' handbooks known as Pattern Books. These books contained the principles and key details for a variety of architectural styles. They were the direct descendants of books created since Roman times, the means by which architects have passed along their knowledge of design to builders in remote places. From Vitruvius, to Palladio, to Asher Benjamin, to William Ware, architects provided helpful guides for the building industry.

In the second half of the nineteenth century, Pattern Books became part of builders' marketing programs. These attractively designed books were easy to understand. Their pages combined realistic drawings of houses along with floor plans and important details. There were many choices regarding floor plans and arrangements of architectural elements, but all used the details and proportions of the style.

Pattern Books set the rules, but each builder found ways of interpreting them, elaborating on them, or even bending them. The result is the much-admired balance between individual expression and unity found in traditional neighborhoods. The patterns and elements of style were expressed differently in each region and, often, elements were "cross-bred" across different styles. They represented a consensus among architects, builders, realtors, and homebuyers on the way to design buildings and

communities. Later on in the early and mid portions of the twentieth century, mail-order houses were enormously popular. Companies such as Sears, Alladin, Standard Homes Company, and others created volumes of varied house designs available directly to consumers.

## A PATTERN BOOK REVIVAL

Our goal in reviving the Pattern Book tradition is to help builders, homeowners and architects understand the elements and principles of design that help create the character and image of each distinct tradition. Urban Design Associates (UDA) Pattern Books are designed as a 'kit of parts,' with a great deal of flexibility for the designers and builders who use them.

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Published for Destination Neighborhoods

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