

AFTER RECORDING, RETURN TO:

Fieldstone Canyon Trail, LLC
Attn: Matthew Loveland
12896 Pony Express Rd., #400
Draper, UT 84020

Parcel Nos.: 65:605:0307, 65:605:0308, 65:605:0309, 65:605:0310, and 65:605:0311

(space above for Recorder's use)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (“**Declaration**”) is made this 11 day of November, 2019, by FIELDSTONE CANYON TRAIL, LLC, a Delaware limited liability company (“**Declarant**”), in contemplation of the following facts and circumstances:

RECITALS

A. Declarant is the fee simple owner of certain real property located in Lehi, Utah County, Utah, as more fully described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

B. Two (2) retaining walls, both approximately fourteen feet (14’) in height (collectively, the “**Retaining Walls**”), are located along the rear portions of the Property as depicted on Exhibit B attached hereto and incorporated herein by reference. The Retaining Walls separate the buildable portions of the Property from those portions of the Property that are non-buildable due to steep topography. Such non-buildable portions of the Property are depicted on Exhibit B marked as the “**Restricted Areas**”.

C. Declarant has formed, or will form, a Utah nonprofit corporation (the “**Association**”) that will serve as the owner’s association for the Property and that will maintain the Retaining Walls and the Restricted Areas of the Properties; provided, however, ownership of the Retaining Walls and Restricted Areas will remaining with each individual owner of the Property (each an “**Owner**” and collectively “**Owners**”).

D. Declarant desires to record this Declaration to establish certain covenants, conditions, restrictions and easements with respect to the Property.

DECLARATIONS AND AGREEMENTS

NOW, THEREFORE, Declarant hereby declares as follows:

1. **Submission.** Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to this Declaration, for the purpose of (among other things) placing certain use restrictions and/or limitations on the Property. This Declaration is intended to be and shall constitute covenants which shall run with the land and which shall be binding upon and shall inure to the benefit of Declarant, each respective Owner and occupant of the Property, any other party which has or may acquire any interest in or to any portion of

the Property, and each respective grantee, transferee, heir, devisee, personal representative and successor and assign thereof.

2. **Use Restrictions.** No portion of the Restricted Areas of the Property may be used for any use or purpose other than as a landscape buffer consisting of such natural vegetation and plant mix as approved by Declarant and/or the Association.

3. **Maintenance of Retaining Walls and Restricted Areas.** The Association shall maintain the Restricted Areas in a first-class condition consistent with similar developments in the area; provided, however, ownership of the same shall remain with each Owner upon whose land such portions of the Retaining Walls and Restricted Areas are situated. Each Owner, for himself/herself/itself and its successors, assigns, transferee, heirs, devisees, and personal representatives thereof, covenants and agrees to not take any action, or fail to take any action, that would compromise or negatively affect the integrity, condition or appearance of the Retaining Walls and/or the Restricted Areas. Any such Owner that breaches the foregoing covenant shall be liable for any and all damages that may arise from the same.

4. **Access Easement.** Declarant hereby reserves unto itself, its successors and assigns, including without limitation the Association and each Owner, a perpetual, non-exclusive access easement on, over and across the Restricted Areas and those portions of the Property located within ten feet (10') of the Retaining Walls (the "**Easement Area**") to construct, repair, replace and maintain the Retaining Walls and the Restricted Areas. No walls, fences or barriers of any kind shall be constructed or maintained in the Easement Area without the prior written approval of the Owners.

5. **Reservation.** Declarant and each respective successor Owner hereby reserves the right to use any portion of the Property for any use permitted herein that is not inconsistent with the terms and conditions of this Declaration.

6. **Rights, Duties and Obligations.**

6.1. **Indemnification.** To the fullest extent permitted by applicable law, each Owner, and his/her/its successors and assigns, hereby agrees to indemnify, defend and hold the other Owners and the Association harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Owner and his/her/its agents, servants, employees, contractors, and/or invitees on the Property; and (ii) the use of any other Property by such Owner and his/her/its agents, servants, employees, contractors, and/or invitees. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Declaration.

6.2. **Insurance.** Each Owner shall obtain and maintain a policy of general home insurance sufficient to insure his/her/its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Property.

6.3. **Enforcement.** If any Owner breaches this Declaration and fails to remedy the same within thirty (30) days after notice thereof from Declarant, the Association, or any other Owner, Declarant, the Association or any other Owner may reasonably enforce this Declaration (including, without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods: (i) bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both, or (ii) perform the necessary action specified in the notice. If Declarant, the Association, or any other Owner opts to enforce this Declaration via self-help as set forth above in subsection (ii), the breaching Owner shall reimburse the

performing party for all reasonable costs and expenses incurred in performing the necessary action within sixty (60) days of receiving written notice thereof.

7. **Miscellaneous.**

7.1. **Notices.** Upon acquisition of title to any portion of the Property, each Owner shall provide written notice to the Association of such Owner's address for purposes of furnishing notices in connection with this Declaration and if no such address shall have been provided, then the address used by the County for the mailing of real property tax statements for such Property shall be used for such notice. The Association shall maintain a record of the current notice addresses furnished by the other Owners, if any. All notices to be given pursuant to this Declaration shall be sufficient if given by personal service, by guaranteed overnight delivery service or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the prescribed address. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service or two (2) days after mailing by certified or registered mail.

7.2. **Amendment.** No supplement, modification or amendment of this Declaration shall be binding unless in writing and executed by all Owners.

7.3. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by the affirmative vote of all Owners. No such termination shall terminate any easement granted herein and all such easements shall survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an easement.

7.4. **No Merger.** The easements, covenants, restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any portion of the Property may be owned by the same persons from time to time.

7.5. **No Third-Party Beneficiary.** This Declaration has been executed and recorded for the benefit of Declarant and the Owners. Unless otherwise set forth herein with specificity which shall include the name of the party which shall be intended to be benefitted by a specific provision of this Declaration, no other party shall be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant or an Owner shall, therefore, have the right to enforce any provision hereof, unless such right shall be specifically set forth herein.

7.6. **Liberal Interpretation.** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

7.7. **Captions.** The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

7.8. **Invalidity of Provision.** If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

7.9. **Exhibits.** All exhibits to this Declaration are incorporated herein by this reference.

7.10. Governing Law. This Declaration and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Declarant executed this Declaration as of the date first set forth above.

DECLARANT:

FIELDSTONE CANYON TRAIL, LLC,
a Delaware limited liability company

By: *Jason Harris*
Name: *Jason Harris*
Its: *Assistant Secretary*

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

On this *12th* day of *November*, 2019, personally appeared before me *Jason Harris*, who being by me duly sworn, did say that he/she is the *Assistant Secretary* of FIELDSTONE CANYON TRAIL, LLC, a Delaware limited liability company, and that said company executed the foregoing instrument.

Stephanie Talbot
Notary Public



EXHIBIT A

(Legal Description of the Property)

Lots 307, 308, 309, 310, and 311 of Phase 3 of Canyon Trail Residential Subdivision located in Lehi, Utah County, Utah.

Lot Number	Parcel
307	65:605:0307
308	65:605:0308
309	65:605:0309
310	65:605:0310
311	65:605:0311

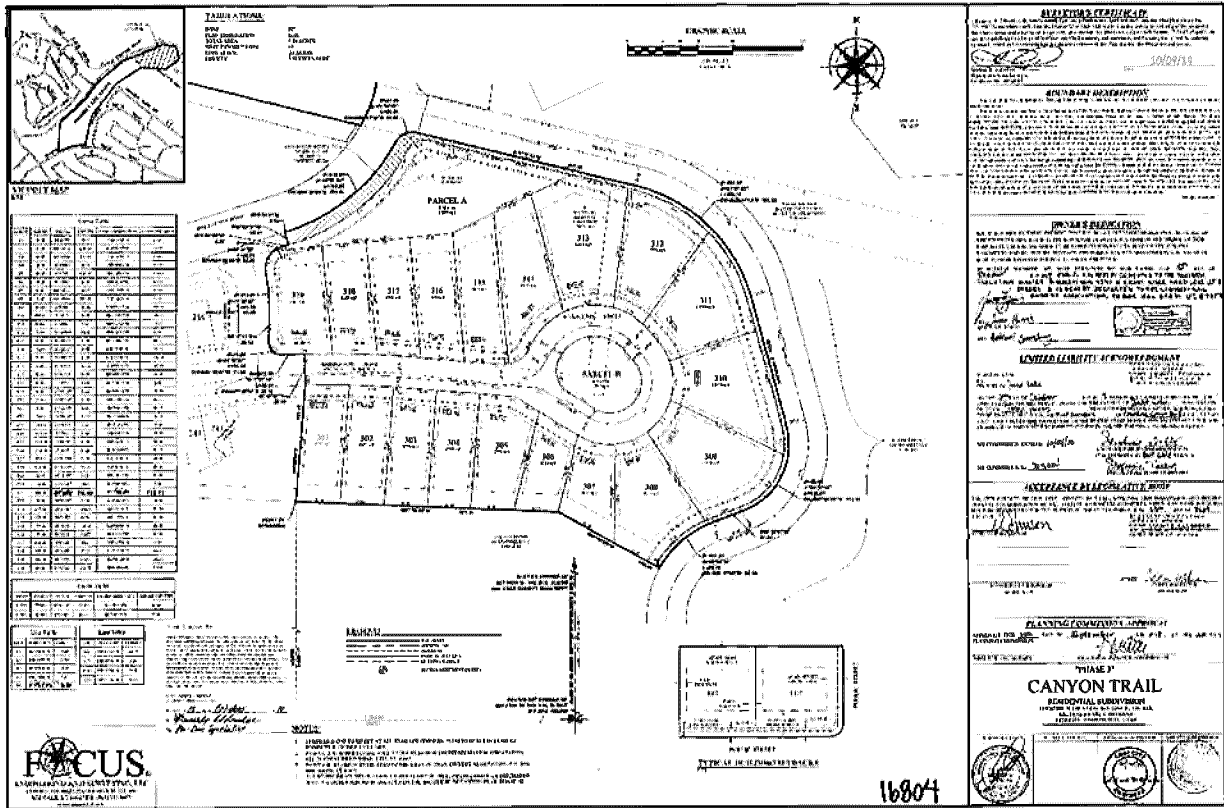


EXHIBIT B

(Depiction of the Retaining Walls and Restricted Areas)

