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DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

LEGACY FARMS DEVELOPMENT

UTAH COUNTY, UTAH

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LEGACY FARMS DEVELOPMENT
UTAH COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY FARMS DEVELOPMENT is made this 24th day of September, 2002, by FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company ("Fieldstone") referred to herein as "Declarant".

RECITALS:

A. Fieldstone is the owner of certain real property located in the City of Lehi, Utah County, State of Utah, and more particularly described on Exhibit "A" hereto (the "Property").

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Lots within the Subdivision subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions 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 ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part to one or more persons intending to construct homes within the Subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any Lot for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the project.

COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

DEFINITIONS

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

"Additional Improvements" shall mean Improvements other than those constructed by Declarant.

"City" shall mean the City of Lehi, and its appropriate departments, officials and boards.

"Declarant" shall mean and refer to Fieldstone and any successor to in the ownership of Lots where ownership is conveyed in connection with a total or limited assignment and assumption of Declarant's rights and obligations under this Declaration.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, barns, accessory buildings,

walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

“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 an obligation.

“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.

“Plat” shall mean the official subdivision plat of the Legacy Farms Development as approved by the City and recorded in the office of the Utah County Recorder, as it may be amended from time to time.

“Property” shall have the meaning set forth in the recitals.

“Subdivision” shall mean all phases of the Legacy Farms Development and all Lots, Common Areas, and other property within the Subdivision as shown on the Plats covering the Property.

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

ARTICLE II

RESTRICTIONS

2. The following restrictions on use apply to all Lots within the Subdivision:

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

2.2 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 at any time.

2.3 Business or Commercial Uses. Owners shall only conduct those activities permitted by all City zoning.

2.4 Restrictions on Signs. No signs will be permitted on any Lot except as allowed by or applicable City zoning regulations.

2.5 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of the City.

2.6 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

2.7 Number of Dwellings. Only one Dwelling may be constructed on any Lot. No other outbuilding or habitable structure may be permitted on any Lot except as allowed by applicable City zoning regulations. Each Dwelling shall have an attached garage for at least two (2) cars.

2.8 Erosion Control. Each Owner in Legacy Farms shall be responsible to insure that no erosion or water drainage shall take place from his Lot which may adversely affect neighboring properties and/or roads.

2.9 Fences. Perimeter fencing of Lots shall be permitted within the Subdivision provided that (1) such fencing conforms with applicable City zoning and other ordinances and (2) such fencing does not interfere with other Owners' use and enjoyment of their Lots.

2.10 Antennas. All antennas must be enclosed within the residence. Any satellite dishes must be no larger than 36 inches in diameter and located and screened in a manner so that they are not highly visible from any adjoining Lot or the road fronting the Lot.

2.11 Solar Panels. Solar panels must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

2.12 Balconies and Decks. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under the deck is enclosed.

2.13 Landscaping. Within six (6) months following an Owner's purchase of a Lot from Declarant, but in no event later than the summer immediately following an Owner's

purchase of a Lot from Declarant, each Owner is required to landscape his Lot. Retention or incorporation of natural vegetation is encouraged.

2.14 Entry Gates. Individual entry gates to Lots will not be allowed except as approved by the City.

2.15 Kennels and Dog Runs. No kennel or dog run may be placed closer than fifty feet (50') to any residence other than that of the Owner of the kennel and shall be completely screened from the view of all adjoining Lots.

2.16 No Re-Subdivision. No Lot may be re-subdivided without the consent of the City. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

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

2.18 Animals. Only ordinary household pets (not to exceed three) may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots owned by other Owners.

2.19 Underground Utilities. All new 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 propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.20 Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.

2.21 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 disrepair.

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

2.23 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, or which would cause the cancellation of a 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 properly supervised and contained barbecues).

2.24 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, 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 construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

2.25 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.

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

2.27 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.

2.28 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

2.29 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.

2.30 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways.

2.31 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, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

2.32 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. In the event Declarant has not installed a street tree, the Owner shall install at least one (1) street tree per Lot within six (6) months after Owner purchases a Lot from Declarant.

ARTICLE III

OWNERS' MAINTENANCE OBLIGATIONS

3. 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:

3.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

3.2 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, provided however that alterations or deviations from the originally approved plans will comply with applicable City zoning and ordinances. 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 further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. 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 un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

ARTICLE IV

GENERAL PROVISIONS

4. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

4.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other Owner.

4.2 Remedies.

- (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) or by any other Owner. 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 attorneys fees and costs of court.
- (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. These covenants are 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 covenants contained in this Declaration in the future or against other similar violations.

4.3 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.

4.4 Limited Liability. Neither the Declarant or its individual members, nor any other 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.

4.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 75% of the Owners of the Lots and with the consent of the Declarant (so long as Declarant remains an owner of any Lot). Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed holder joins in the amendment.

4.6 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 covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

4.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage

pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

4.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform development within the Subdivision. Paragraph 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.

Executed on the date stated above.

**FIELDSTONE PARTNERS, L.L.C., A UTAH
LIMITED LIABILITY COMPANY**

**By: Its Managing Member, Fieldstone
Communities, Inc., a California corporation**

By: 

Mike Stewart
**Division President of Fieldstone
Communities, Inc.**

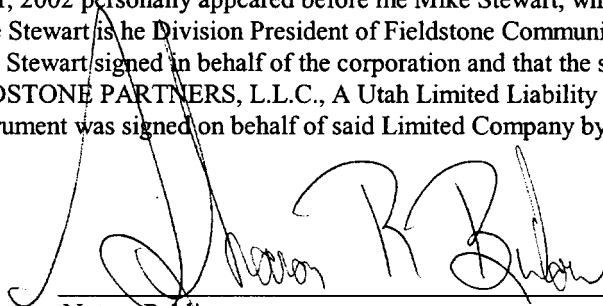
STATE OF UTAH

COUNTY OF SALT LAKE

On the 24th day of September, 2002 personally appeared before me Mike Stewart, who by me duly sworn did say that he the said Mike Stewart is the Division President of Fieldstone Communities, Inc. a California Corporation and said Mike Stewart signed in behalf of the corporation and that the said Corporation is a manager/member of FIELDSTONE PARTNERS, L.L.C., A Utah Limited Liability Company and the within and foregoing instrument was signed on behalf of said Limited Company by authority of it's Articles of Organization.

My commission expires: 10-10-05

Residing in Salt Lake County, Utah



Notary Public



LEGAL DESCRIPTIONS

Parcel 1: Beginning at point North 89°44'2" East and 315.559 feet along section line from the South Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running thence South 00°16'43" West 404.241 feet; thence South 89°43'17" East 35.000 feet along a 36.00 foot radius curve to the right 56.831 feet bearing North 45°30'12" East 51.111 feet; thence South 89°16'19" East 636.391 feet; thence North 01°36'32" East 26.053 feet; thence North 00°33'28" East 19.377 feet; thence North 89°20'51" West 10.154 feet; thence North 00°07'19" West 497.577 feet; thence North 0°00'34" West 27.020 feet; thence North 89°52'14" West 111.586 feet; thence North 88°50'51" West 56.007 feet; thence North 89°52'14" West 206.001 feet; thence North 89°44'52" West 56.000 feet; thence North 89°52'14" West 120.000 feet; thence North 00°16'43" East 27.880 feet; thence North 89°52'14" West 145.000 feet; thence South 0°16'43" West 224.032 feet. Containing an area of 401,113 square feet or 9.21 acres.

Parcel 2: Beginning at a point North 89°44'02" East 316.648 feet along section line and North 224.024 feet from the South Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian, running thence South 89°52'14" East 145.000 feet; thence South 00°16'43" West 27.880 feet; thence South 89°52'14" East 120.000 feet; thence South 89°44'52" East 56.000 feet; thence South 89°52'14" East 206.001 feet; thence South 88°50'51" East 56.007 feet; thence South 89°52'14" East 111.586 feet; thence North 00°00'35" West 564.366 feet; thence North 00°06'24" West 271.590 feet; thence North 89°51'32" West 235.945 feet; thence North 89°52'14" West 453.978 feet; thence South 00°16'43" West 807.003. Containing an area of 574,217 square feet or 13.18 acres.

Parcel 3: Beginning at a point North 89°44'02" East 313.594 feet along section line and South 404.227 feet from the North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian, running thence South 00°16'43" West 141.818 feet along the centerline of 1700 West Street; thence South 00°09'20" East 329.701 feet along the centerline of 1700 West Street; thence South 89°24'10" East 227.292 feet along a fence line; thence South 89°15'07" East 415.039 feet along a fence line; thence North 11°17'35" East 57.467 feet; thence North 02°34'20" East 26.553 feet; thence North 04°33'44" West 39.967 feet; thence North 01°59'28" East 68.833 feet; thence North 23°21'29" East 23.795 feet; thence North 27°26'40" East 47.649 feet; thence North 14°46'28" East 91.945 feet; thence North 00°31'26" West 154.476 feet; thence North 01°36'32" East 7.856 feet; thence North 89°16'19" West 636.390 feet; thence along a 36.00 foot radius curve to the left 56.831 feet (chord bears South 45°30'12" West 51.111 feet); thence North 89°43'17" West 35.000 feet to the point of beginning. Containing an area of 343,824 square feet or 7.8931 acres.

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