

Declaration of Covenants, Conditions and Restrictions
The Village of Fox Hollow at Saratoga Springs
Plats 1&2, Lots

101-135
201-227

The undersigned, The Villages at Saratoga Springs, L.C., (hereinafter the "Company"), owner of the following described real property:

The Village of Fox Hollow at Saratoga Springs, Plats 1&2, Lots 101-135- 201-227 Utah County, Utah
(See attached exhibit "A", hereinafter the "Property").

do hereby impose the following phase declaration of limitations, restrictions, and uses of the lots of Fox Hollow at Saratoga Springs development . This Declaration shall be constituted to run with all the land within the above-mentioned Plat for the purpose of enhancing the value, desirability, and attractiveness of all lots. This declaration of covenants shall inure to the benefit of the Company, its successors, assigns and grantees, and shall run with the land.

Purpose of Declaration. The purpose of this Declaration is to insure the use of the Property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the Property, and to maintain the desired tone of the Subdivision, and thereby to secure to each Owner the full benefit, enjoyment and value of their home, with no greater restriction on the free and undisturbed use of their site than is necessary to insure the same advantages to other Owners.

This Declaration shall be a phase declaration which shall govern the plat and lots described on exhibit "A". This Declaration shall be in addition to the Master Declaration of Covenants, Conditions and Restrictions of The Villages at Saratoga Springs Master Planned Community, Recorded on October 26, 2005, in the Utah County Recorder's Office. Said Master Declaration is expressly incorporated and made a part of this document by reference.

Definitions.

"Association" shall mean the Fox Hollow Home Owners Association, comprised of each respective Owner of a Lot within the Subdivision. Decisions by the Association shall be made by a vote of a majority of those Owners present at a duly called meeting of the Association, as set forth in the bylaws. Meetings and voting shall be as set forth in the bylaws of the Association. One vote shall be allotted to the Owner or Owners of each of the Lots in the Subdivision. Dues shall be assessed to the members of the Association. These dues shall not be assessed to declarant, but shall commence upon purchase of a lot or unit within the Association. Dues shall be determined by the board of directors of the Association at each annual meeting, and shall be in an amount sufficient to cover expenses of common areas if any, maintenance, insurance,

management, legal and professional fees, and such other expenses as are approved by the Association members at their annual meeting. The Association's powers shall include, but are not limited to the power to purchase and maintain improvements, issue assessments for construction and maintenance of improvements and to enforce these declarations. Members of the Association shall also be members of the Master Homeowner's Association for the Villages at Saratoga Springs Development. Dues shall be paid by each member to each of the two homeowner's associations. The Association shall be a Utah non-profit Corporation, and shall hold title to any common areas within the area described by exhibit "A" above except those expressly held by the Master Association.

"Committee" shall mean the Architectural Review Committee. The Architectural Review Committee consists of three persons and shall initially be appointed by the Company, but shall transition to membership of persons elected by the Association. After the initial 10 lots are sold, the Owners shall have the right to elect one person to the committee. After the last lot is sold, or at such time as the Company or its assigns cease to appoint the Architectural Review Committee there shall be a three person committee made up of members of the Association elected in a meeting of Owners called for that purpose. Election to the committee shall be for staggered two year terms and shall be by a majority of Owners present at a duly called meeting after Notice. For voting purposes the owner or owners of each lot shall be entitled to one vote for each Lot. Architectural review shall be based on the Village of Fox Hollow Supplemental Design Guidelines on file with Saratoga Springs City, and attached hereto as exhibit "B". The Committee may accept review assignments from the Master Association.

"Lot" shall mean any individual parcel shown upon the Map of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

"Map" shall mean the official Subdivision plat map recorded as referred to above, and which has become part of the official records in the Office of the Utah County Recorder, State of Utah, as the same may be amended from time to time.

"Master Association" Shall mean the Villages At Saratoga Springs Master Homeowner's Association.

"Owner" shall mean the recorded Owner of a fee simple title to any Lot which is a part of the Subdivision. In the event that more than one party shall be established as the record Owner of a Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot.

"Notice" shall mean notification by means of mailing to the address of each Owner by United States Mail, postage prepaid. Notice shall be mailed at least seven days prior to any meeting as determined by postmark. Notice is presumed received upon mailing. Notice is not valid unless mailed to each owner. Proof of mailing shall be by affidavit, or certified mail receipt.

Area of Application

The restrictions, covenants, and conditions, as set forth herein shall apply to all property listed in the following described Subdivision property:

See Property Description, "Exhibit A," Fox Hollow.

Residential Area Covenants.

Land use. All lots shall be used only for residential purposes with the exception that home occupations shall be allowed as permitted by the City of Saratoga Springs. No building shall be permitted on any lot other than one single-family dwelling, except for any common area structures of the development. Detached accessory buildings such as sheds, shops, or detached garages are permitted in accordance with the ordinances of the City of Saratoga Springs. Any accessory structures must be pre-approved in writing by the Fox Hollow Architectural Committee and shall conform to the City of Saratoga Springs building permit process and ordinances prior to construction. All structures and land use shall conform to the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B").

Building Type. No single family dwelling shall exceed two (2) stories in height nor contain a garage holding less than two cars. No Modular Homes, Mobile Homes, or "Move On" Homes are permitted. Residential structures are to be constructed using conventional construction methods. All homes must be constructed in accordance with City of Saratoga Springs building and fire codes. All proposed residences must pass review with the Architectural Review Committee prior to construction as set forth below.

Dwelling Size. Dwelling sizes shall conform to the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B").

Building Setbacks. Building setbacks shall conform to the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B").

Dwelling Height. No Dwelling shall exceed thirty-five (35) feet in height at its highest point. Condominium areas shall be subject to requirements established in connection with the approval process for those structures.

Garages. Each dwelling is to be provided a minimum of an enclosed two-car garage. Side entry, detached, or rear loading garages are encouraged to enhance varied setbacks. No carports shall be allowed.

Dwelling Elevation. Dwelling elevations shall as set forth in Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B").

Roof Pitch and Materials. Roof pitch and materials shall be as set forth in the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit “B”).

Exterior Materials. The exterior of the dwelling shall be comprised of brick, stone, stucco, wood siding, or vinyl siding having a minimum thickness of .042. All exterior materials must be used in a manner that is approved by the architectural committee. The Company acting through the ARC, shall have the right to prohibit the use of any particular exterior material on any lot. Exterior materials shall comply with the standards set forth in the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit “B”).

Landscaping. Each individual lot shall have a front yard completely landscaped prior to receiving an occupancy permit from the City of Saratoga Springs. Landscaping must meet the point system set forth in the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit “B”). The following trees, because of their undesirable characteristics, are prohibited in the Fox Hollow Development:

Tree of Heaven (Paradise)	American Plane Tree	Lace Leaf Poplar
Silver Poplar	Bolleana Poplar	Narrow-leaf Poplar
Carolina Poplar	Freemont Poplar	Lombardy Poplar
Black Locust	Siberian Elm	American Elm
Chinese Elm	Russian Olive	

In lieu of planting trees or shrubs during winter months, a landscaping bond of \$1,500.00 may be posted by the contractor during the months of October, November, December, January, February, and March due to weather and temperature concerns. That bond shall be held in escrow at _____ Title in _____, Utah. The landscaping must be completed by the last day of May.

Building Location. All dwellings are to be located as required in the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit “B”).

Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power lines and telephone lines are to be located underground.

Nuisance. No property owner shall maintain a nuisance, or conduct noxious or offensive activities at any time. In addition, no property owner shall maintain a nuisance as defined by the Ordinances of the City of Saratoga, or the laws of the State of Utah.

Temporary Structures or Site Material. No structures of a temporary nature, trailer, tent, shack, etc., shall be used on any lot for storage or residence prior to commencement of construction of a single-family dwelling on the lot. No building or other materials shall be placed on the lot until the commencement of construction.

Accessory Buildings. Any detached accessory building shall be constructed of the same materials used on the residence unless prior approval is obtained in writing from the Architectural Review Committee. Any accessory structure of any kind must receive prior written approval from the Architectural Review Committee, and must comply with Saratoga Springs City codes, and with the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B"). Approval of accessory buildings which comply with applicable Saratoga Springs City codes shall not be arbitrarily denied.

Fencing. All fencing shall conform with fencing standards set forth in the Village of Fox Hollow Supplemental Design Guidelines incorporated herein and made a part hereof by reference. (See Exhibit "B"). No white vinyl fencing shall be allowed.

Maintenance, Parking, and Storage. The owner of a lot, in accordance with the Ordinances of the City of Saratoga Springs, must maintain and repair any and all improvements to insure a clean, safe, and attractive property. Side yard gate access shall be planned and provided for in the design of the dwelling. Any equipment, R.V=s, trailers, boats, etc. shall be parked in the side yard setback, screened from street view. All storage of materials or items of any kind must be in side yards or rear yards, screened from street view. Inoperative vehicles may not remain in front of any lot for more than seventy-two (72 hours). All maintenance, parking, and storage of items must comply with the ordinances of the City of Saratoga Springs, Utah County, and the State of Utah.

"Design Review Procedure". The design review procedure shall be as set forth in exhibit A1" to the Village of Fox Hollow Supplemental Design Guidelines. (See Exhibit "B"). The Company will appoint the initial Architectural Review Committee and those appointees will administer the design review procedure until the first ten lots have been sold At that time the Association shall have the right to elect one person to the three person committee. The Company's appointees will retain their responsibility for the design review procedure until the last lot is improved with a single-family dwelling.

Prohibition against Dead Lots. Any lots once purchased from the Company or its assigns must have construction commenced within 12 months of purchase. Company may maintain undeveloped lots at its discretion.

Maintenance and Insurance of Common Areas. The Association shall hold title to common areas within the area described in exhibit "A" above except those expressly held by the Master Association. The Members and the Association shall have the same rights, powers and duties given to the Master Association with Respect to Master Association Property as set forth in paragraph 3 and its sub-parts in the Master Declaration of Covenants, Conditions and Restrictions of the Villages at Saratoga Springs Master Planned Community. In addition to those obligations, the Association shall have the duty to maintain liability and casualty insurance on all common areas to which it holds title in the amount of at least \$1,000,000.00.

Enforcement by the Association. Enforcement shall be accomplished by any lawful means, including proceeding at law or in equity against any persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Association to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including a reasonable attorney's fee. Failure to comply with any of the provisions of this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought and liberally construed to effect its purpose. Any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provisions thereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof. Prior to pursuit of any remedies for enforcement, Owners believed not in compliance with this declaration shall be given 14 days written notice and a reasonable opportunity to cure. Notice shall be sent to the property owner on record with the Utah County Recorder's office.

Enforcement by Owners. Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder shall have the option of bringing an action for damages, specific performance, or injunctive relief against any defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Prior to pursuit of any remedies for enforcement, Owners believed not in compliance with this declaration shall be given 14 days written notice and a reasonable opportunity to cure. Notice shall be sent to the property owner on record with the Utah County Recorder's Office. Any judgment shall include an award of the legal costs and expenses, including a reasonable attorney's fee, entered against the losing party and in favor of the prevailing party.

Lien for Assessments. All sums assessed to an Owner pursuant to this Declaration, or pursuant to the bylaws of the Fox Hollow at Saratoga Springs Homeowner's Association, together with interest thereon at the legal rate of interest from the date of assessment until paid, before or after judgment, shall be secured by a lien on such Lot and the improvements thereon, in favor of the Association. This provision applies only if the Association elects to adopt assessments after a meeting of the Association having a majority of Owners present. To evidence a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by a duly authorized representative of the Association and shall be recorded in the office of the County Recorder of Utah County, State of Utah. Such lien may be enforced by sale or foreclosure of the Lot encumbered by the lien at a foreclosure sale conducted by the Association and generally in accordance with the provisions of Utah law applicable to the exercise of powers of sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including but not limited to a reasonable attorneys fee and court costs, and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be

specifically set forth herein.

Amendments. Company shall have the right, but not the obligation, until the time all lots are sold in the above-designed real property, to amend this declaration as necessary to satisfy the requirements of Owner's mortgagors, or to add other real property to that described above, alter the above real property description, or make other clarifying amendments consistent with the intent of this Declaration. After Company shall have sold all of its lots in the real property described above, the respective Owners of the said lots may make amendment to this Declaration upon a 66% vote approving said changes by the Owners in that regard.

General Provisions. If the parties to this instrument, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, or restrictions set forth in this instrument before April 1, 2029, or during any additional period during which these covenants have been automatically renewed, it shall be lawful for any other person or persons owning any of the lots in the above-stated development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction and either to prevent him or her or them from so doing or to recover damages or other relief for the violation. These covenants shall exist for the initial 25 year period and shall be automatically renewed in successive 10 year increments unless 66% of the owners of the lots in the development or subdivision express their intention in writing to abandon the restrictive covenants.

Elections and Voting: Voting rights shall be one vote per lot in the Association. Election, voting and notice procedures shall be as set forth in the Bylaws of the Association.

Easements.

1. Encroachments. Each Lot and the Property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure upon a Lot is partially or totally destroyed, and then rebuilt, the Owners of adjacent affected Lots agree that minor encroachments on parts of the adjacent Lots or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

2. Utilities. There is hereby created an easement upon, across, over and under each Lot for utility services, limited to water, sewers, gas, telephone and electricity, and two (2) master television antenna systems and for ingress and egress to construct and maintain the same. The specific location of the easement shall be limited to the location set forth on the Plat recorded at the Utah County Recorder's Office unless other easements are granted on a lot by lot basis. By virtue of this easement, it shall be expressly permissible for all public utilities, serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or

telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially planned and approved prior to and during construction or thereafter approved by the Association.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof.

3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common Area in the performance of their duties.

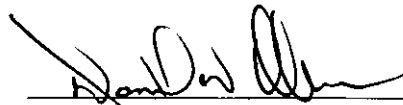
4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Areas and any Lot to perform the duties of maintenance and repair.

5. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

IN WITNESS WHEREOF, Declarant has executed this document as of the day and year first above written, June 14, 2004, and is effective as of that date. This document is a resigning of that document for recording purposes.

Dated this 26 day of Oct., 2005.

THE VILLAGES AT SARATOGA SPRINGS, L.C.



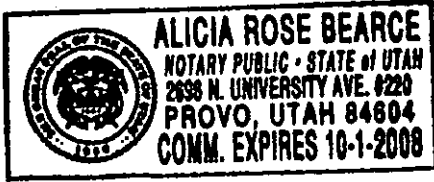
By: David W. Olsen, President of
Hearthstone Development, Inc., its
Managing Member

State of Utah)

:ss

County of Utah)

On this 26 day of October, 2005 personally appeared before me, David Olsen, who is the President of Hearthstone Development Corporation, which is the Managing Member of The Villages at Saratoga Springs, L.C., who being by me first duly sworn did say that he executed the foregoing instrument pursuant to the authority vested in him.



Alicia Rose Bearce
Notary Public