

10/26/03

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
JORDAN WILLOWS COMMUNITIES**

**Whereas**, the undersigned, being the Owners of the real property located in Lehi City, Utah County, State of Utah, and more particularly described as:

**All of Lots 1 through 16 and all of Lots 24 through 51, Jordan Willows Communities Plat A, according to the official plat thereof as recorded in the office of the Utah County Recorder**

do hereby establish the nature of the use and enjoyment of the subject property and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations. Said conditions, restrictions, and stipulations shall be administered by the Developer until 90% of the lots are sold to private owners (not builders) and then they shall be administered by an association of the owners. The Developer reserves the right without permission of any subsequent owners to add property, lots, and/or future phases in the Development and the Association will be required to administer such additional property along with this phase.

**A. RESIDENTIAL RESTRICTIONS AND COVENANTS**

1. Land Use and Building Type. No lot shall be used except for residential purposes, except for any area designated on the official plat otherwise. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and private garages for not more than three vehicles or less than two vehicles.
2. Architectural Control. No home, outbuilding, addition, fence, shed, or dog run shall be erected placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the compliance with the Architectural Design Guidelines incorporated herein as Appendix A of these covenants and the quality of workmanship and materials, harmony of external design with existing structures, and general community plan; and as to location with respect to topography and finish grade elevation. All building plans shall be stamped and signed by the Architectural Control Committee prior to submission to the City for review.
3. Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the city, Satellite dish antennas greater than 18" shall not be permitted on roofs.
4. Dwelling Quality and Size. All single family detached dwellings shall have a minimum of 1200 square feet for ramblers and 1450 square feet for multi levels of finished floor space excluding the garage and the basement, basement meaning below grade. Two story homes shall have a minimum of 850 square feet on the main floor. Split level homes shall have a minimum combined floor area of 1,000 square feet on the main floor and upper floor.
5. City and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan

- conformity to any other criteria other than the requirements of this Declaration of Restrictive Covenants.
6. Building Location. Building location must conform to the requirements of the Architectural Control Committee. For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.
  7. Detached Accessory Buildings. A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall be complementary in design and composition with the dwelling placed on the lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself, or 2 stories, whichever is less.
  8. Temporary Structures. No structure of a temporary character, such as trailers, shack, barn or other outbuildings shall be used on any lot at any time as a residence, either permanently or temporarily. No modular homes are permitted to be placed upon a building lot for permanent use.
  9. Exterior Materials. All exterior building design and materials shall be in compliance with the requirements of the Architectural Control Committee. The minimum main roof pitch shall be 6/12. Stucco and siding must be neutral colors, including grays, whites, tans, taupe etc. The exteriors of all homes shall be constructed of at least 70% brick, rock, stone, or stucco or other material specifically approved by Lehi City and the Architectural Control Committee. If the design of the home conforms to the standards of the subdivision, wood exterior or vinyl siding may be used. Siding must be of a high quality / grain type as approved by the Architectural Control Committee. No more than 30% of the entire exterior of any home can be covered with siding.
  10. Landscaping. Landscaping on each lot shall comply with the following standards:
    - a. Landscaping shall be installed by each owner in front yards and between the front line of the house and the curb on the entire width of the lot, excluding the driveway. On corner lots, landscaping shall also be installed in all areas between the curb and the side lines of the house between the front property line and rear property line which are visible from the adjacent public right-of-way. Each owner shall install and maintain a sprinkler system that is adequate to provide water to the entire lot. Landscaping shall be installed within 2 months of final inspection, unless the final is between October 15<sup>th</sup> and February 15<sup>th</sup>, in which case landscaping shall be installed not later than May 15<sup>th</sup>.
    - b. Landscaping shall include at least two trees on the lot and a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low spreading shrubs, annual or perennial flowering or foliage plants, or mineral cover. Mineral ground cover may include such materials as rocks, boulders, or brick over sand. Drought tolerant landscaping is encouraged.
    - c. Homeowners are responsible for installing and maintaining the street tree landscaping including tree replacement if necessary. Street trees shall include trees of a species and size as determined by the Architectural Control Committee planted at approximately 25-foot intervals as determined by the Architectural Control Committee. All street tree requirements and landscaping must comply with city ordinances governing their installation.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Jordan Willows Communities Subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
12. Nuisances. No noxious or offensive activity shall be carried on upon any lot or open space nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles that are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No camper, trailer, boat, large truck or commercial vehicles belonging to owners or other residents of the property or guests shall be parked on public streets within the development, except for temporary parking not to exceed forty-eight (48) hours.
13. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be permitted. The site line is determined by City Standards. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. No grass clippings, trash, debris, or pet feces will be discarded on open spaces.
15. Animals 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 for breeding or maintained for any commercial purpose and are restricted to pet owner's premises or on leash under handler's control. The owner of said household pet shall clean up any dropping from household pets in any outside area.
16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
17. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements

- in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
18. Fencing. All fencing to be approved by the Architectural Control Committee. Front yard fencing materials must be Vinyl, Ornamental Iron, or Masonry. Front yard fencing cannot exceed 3 ½ feet in height, however no front yard fencing shall be permitted in the setback area. Front yard begins with the plane of the house, which includes the front main entry and extends to the street. Corner lots on the street side will need to have the same materials as required by front yard fencing. Fencing bordering the open space must consist of a tan vinyl coated three rail fence not to exceed five feet in height, or as modified by the Architectural Control Committee. Vinyl covered chain link fencing may be added to the lot side of the three rail fence to provide additional security. In no case shall the lot owner construct a solid fence along any portion of the rear of any property bordering open space. Any vinyl covered chain link fence shall be the same color as the three rail fence. Any fence installed by Developer or Builder shall be maintained by the respective lot owners and shall not be modified or eliminated.
  19. Solid Landscaped Screens Adjacent to Open Space Areas. Landscaping comprised of shrubs or trees may be planted along a property line adjacent to an open space area to create a solid screen. This could be constructed in lieu of the fencing described in Item 18.
  20. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of the City of Lehi, Utah County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
  21. Additional Phases. Owner intends to develop additional phases and/or subdivisions on real property adjacent to or proximate with the property described in this Declaration. Owner reserves the right to subject such additional phases and/or subdivisions to the terms of this Declaration at a later time. Owner shall be permitted to subject such additional phases and/or subdivisions to this Declaration by recording with the Utah County Recorder a supplemental declaration. If Owner subjects such additional phases and/or subdivisions to this Declaration, owners of lots in such additional phases and/or subdivisions shall be subject to this Declaration and have the same rights of owners of lots of the subdivision described in this instrument.

## **B. ARCHITECTURAL CONTROL COMMITTEE AND ASSOCIATION**

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Until 90% of the lots (including any additional phases) have been sold to private owners (not builders), the members of the Architectural Control Committee shall be appointed by the developer, and they shall have the right to change any members of the Architectural Control Committee. At any time after 90% of the lots have been sold to private owners, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to

withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

Mike Stewart  
 Ken Olson  
 Robert Strang  
 Joel Kester  
 Jason Ivins

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, the plans and specifications shall be deemed disapproved.
3. Limitation of Liability. All lot owners, by accepting title to their lot, waive any and all rights to pursue damages either actual or punitive, court costs or attorney's fees against the Association, the Architectural Control Committee, the Developer, or any other lot owner for actions or delays caused by the attempt to enforce the provisions of this document, however the lot owner may seek an order of the Court to reverse a decision of the Architectural Control Committee if the lot owner can prove the decision of the Architectural Control Committee is unfair, arbitrary, serves no reasonable end, or does not comply with the condition of this document or City, County State or Federal law.
4. Assessments. The Association shall be responsible to maintain the common areas. Each lot owner shall have the obligation to pay a minimum of \$35.00 per year to cover the expense of operating the Association. The Association shall have the authority to further assess a maintenance fee for the maintenance and construction of facilities on the common area. Any assessment imposed under the authority of these covenants and restrictions shall become a lien upon the property affected and the Association may bring suit to collect said assessments together with reasonable costs and attorney's fees.

#### C. GENERAL PROVISIONS

- 1) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 2) Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In addition, any owner that violates or allows other occupants to violate these restrictive covenants shall be subject to fines set by the Association.

- 3) Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- 4) Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Prior to Owner's sale of any lots which are the subject of this Declaration, the Owner may amend and restate this Declaration, subject to approval of any such amendment and restatement by the City and provided that such an amendment and restatement does not materially alter the Architectural Design Guidelines attached hereto as Appendix "A".
- 5) City Approval. The Developer shall create and approve restrictive covenants for the subject Planned Unit Development project which shall be approved by the City and shall be incorporated herein by reference and recorded together with a Development or Subdivision Agreement. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The city shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements

DATED this 30<sup>th</sup> day of November, 2003.

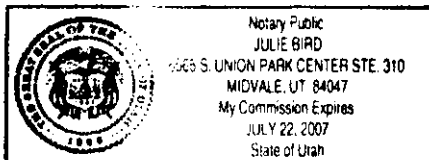
FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company

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

By: [Signature]  
Griffin M. Johnson  
Its Assistant Secretary

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

The foregoing instrument was acknowledged before me Griffin M. Johnson, Assistant Secretary of Fieldstone Communities, Inc., a California corporation and managing member of Fieldstone Partners, L.L.C.



[Signature]  
Notary Public

## APPENDIX A

### ARCHITECTURAL DESIGN GUIDELINES

The Architectural Design Guidelines included herein are intended to allow individuality in design to the degree that the individuality does not detract from other residences in the neighborhood.

The following guidelines shall be used by the Architectural Control Committee to determine the acceptability and appropriateness of designs submitted for approval. The guidelines are general statements regarding design that are to be used in combination to design a more aesthetically appropriate building and community.

- 1) Architectural Features
  - a) Forms and Massing
    - i) One and two-story homes are encouraged
    - ii) Front elevations shall be comprised of alternating forms located along different planes to create shadows. The front elevation forms shall include, but not be limited to, features such as:
      - (1) Distinguishable entries
      - (2) Exposed gables perpendicular to the street
      - (3) Covered porches
      - (4) Varying garage positions
  - b) Rooflines and Pitch
    - i) Front elevations shall be comprised of various gable and hip-roof configurations
    - ii) Long continuous rooflines shall be avoided
    - iii) Two story front elevations shall utilize varying material treatments, porch roof elements, window, and roof configurations to provide variety
  - c) Eaves and Overhangs
    - i) Eaves and overhangs shall be large enough to create noticeable shadows
    - ii) Eaves and overhangs shall be large enough to reduce summer sunlight on windows while permitting winter sunlight to pass under
- 2) Architectural Elements
  - a) Entries
    - i) Entries and front door areas shall be readily distinguishable from the street
    - ii) Sidelights and similar features to expand the size of the entry may be used
    - iii) Where feasible, accent windows or roof elements may be located over front entry areas to highlight the area
    - iv) Columns or similar features may be used to frame the front entry area
  - b) Windows
    - i) Windows shall be used to divide large surface areas
    - ii) Bay windows, particularly on first floor windows, are highly encouraged
    - iii) Windows may be located in "Popped Out" areas to add variety to the front elevation and create additional shadows
  - c) Porches
    - i) A porch or similar element should be included on the front elevations

- ii) The porch element should be sufficiently deep to protect those standing at the front door from inclement weather and to create sufficient relief in the front façade to add visible shadows
- iii) Partial enclosure of the porch element, such as with a banister, is encouraged
- iv) Wrap around porches are encouraged, if they are appropriate for the style of the home
- d) Garages
  - i) Two car enclosed garages are required
  - ii) Section garage doors with windows are encouraged
  - iii) In the case of three car garages, the front of the third garage space is encouraged to be on a different plan than the larger two car space area
  - iv) Where feasible, side entry and setback garages are encouraged
- e) Lighting
  - i) Wall mounted house lighting is encouraged to highlight entry elements
  - ii) Yard lighting is encouraged to highlight walkways
  - iii) All home lighting shall be adequately shielded to not directly shine on an adjacent property or street