

When recorded, return to:

Lexington Land Development Company, LLC
11693 South 700 East, Suite 150
Draper, UT 84020

Tax Parcel ID Nos.

58-034-0471
58-034-0472
58-034-0636

ACCOMMODATION
RECORDING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lexington Green at Saratoga Springs

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 12th day of February 2020 by **Lexington Land Development Company, LLC**, hereinafter called the "Declarant."

RECITALS:

A. The Declarant as successor in interest to Concord Holdings, LC is the owner, in fee simple, of the tract of land in Saratoga Springs, Utah County, Utah, containing one hundred (100) residential building lots, on the Plat entitled Lexington Green (as may be amended or expanded by Lot Line Adjustment or other process and documentation), which Plat ("Plat") shall be recorded among the land records of Utah County and is hereinafter referred to as "Lexington Green" or "Lexington" or "Subdivision" or "Property." The approved Plat is attached hereto as Exhibit A and incorporated herein by this reference.

B. The Declarant, for the purpose of creating and maintaining a general plan of development and for the protection of the economic interests of the Declarant and all successors in interest, desires that the lots in Lexington Green be subject to the covenants, conditions and restrictions as herein set forth. This Declaration shall independently apply to all Lots and Lot Owners within the Lexington Subdivision.

C. The purpose of these Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants and Restrictions") is to establish, enhance and uphold the quality of the subdivision, as hereinafter defined, and to support and preserve optimum aesthetic appearance at all times and maximum property values for all property owners within the subdivision. To further these purposes, the Declarant and each Lot Owner, as hereinafter defined, has the individual right, (but not the obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings.

The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, and all property owners within the subdivision hereby declares that all of the aforesaid tract of land known as Lexington Green shall be subject to the Covenants and Restrictions and reservations herein set forth.

ARTICLE I Definitions

The following words, when used in this Declaration, shall have the following meanings:

- (a) "The Property" shall mean and refer to all the real property shown on the Recorded Plat referred to above.
- (b) "Lot" shall mean and refer to those properties designated as Lots 101-200 and Parcels B-L on the aforesaid Plat.
- (c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a personal residence.
- (d) "Developer" or "Declarant" shall mean and refer to the undersigned party and its successors and assigns.
- (e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99-year lease creating a ground rental of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.
- (f) "Subdivision" shall mean the Subdivision of Lexington Green as recorded among the Land Records of Utah County; or as amended in accordance with this Declaration.
- (g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural and/or construction working drawings and any other supporting documents which may be required by the Declarant.
- (h) "Plat" shall mean and refer to the final plat for the Lexington Subdivision as approved by Saratoga Springs, Utah and recorded in the land records Utah County.
- (i) "Designated Builder(s)" means Richmond American Homes of Utah, Inc., a

Colorado corporation, and its approved successors and assigns and Alpine Homes, LLC, a Utah limited liability company, and its approved successors and assigns, and such other homebuilders or lot owners as Declarant may approve and so designate hereunder.

ARTICLE II
Property Subject to Declaration and Mutuality of Benefit

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Utah County, State of Utah and is more particularly described and designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each such Lot, their heirs, successors or assigns, operate as Covenants and Restrictions running with the land for the benefit of each and all lots in the Subdivision and their respective owners.

ARTICLE III
Architectural Review and Control

SECTION 1. Architectural Review Committee. Declarant, may, at any time, establish an Architectural Review and Control Committee (hereinafter "Architectural Committee") consisting of one or more Lot Owners within the subdivision, in which case, said person(s) with Declarant alone or with added persons acting as an Architectural Committee shall have all of the rights and authorities pertaining to architectural specifications and control as provided herein to the Declarant. Said Architectural Committee shall be established in writing and the same may (but is not required to) be recorded. The members of the Architectural Committee may be changed at any time by majority vote of the Lot Owners within the subdivision after the Period of Declarant's sole control (as defined in Article V Section 3). It is anticipated that over time, the Declarant shall phase itself out of control of the Subdivision. Continuing governance of the Subdivision as it relates to the interpretation and enforcement of these Covenants and Restrictions shall be assumed by the Lot Owners in the Subdivision, acting by a majority vote, as provided herein. Until the Declarant elects to formally adopt an Architectural Committee, Declarant shall act alone and serve in that role; provided, however, that any design standards and architectural guidelines, which Declarant may adopt with respect to the Property (and any modifications to the same) outside of this Declaration, shall also be subject to the review and approval of the Designated Builder(s). Furthermore, notwithstanding anything to the contrary in this Declaration, the

Designated Builder(s) and lots owned by the Designated Builder(s) or its transferees, shall not be subject to architectural review or control by the Architectural Committee, but only by Declarant, nor shall the Designated Builder(s) be required to submit Plans and Specifications to the Committee for approval, but only to Declarant. The Designated Builder(s) and its approved transferees are expressly excluded from the requirements of Sections 2 through 7 of this Article III and from the requirements of Article IV Sections 2(b) and 2(o); provided, however, that the Designated Builder(s) shall be required to obtain Declarant's written approval of the Designated Builder's Plans and Specifications prior to the Designated Builder(s)' construction of any improvement upon a Lot owned by the Designated Builder. Furthermore, the Designated Builder is expressly excluded from the requirements of Article IV Sections 2(g), 2(i) and 2 (l). Although Designated Builder's transferees are not excluded from those requirements and notwithstanding anything to the contrary in this Declaration, any Plans and Specifications submitted to and approved by Declarant for the benefit of the Designated Builder(s) shall be deemed "in compliance" with these Covenants and Restrictions upon their approval in writing by Declarant, and any improvement made to any Lot owned by Designated Builder(s) in accordance with such approved Plans and Specifications shall also be deemed "in compliance" with these Covenants and Restrictions. No other Owner shall have recourse against the Designated Builder(s) or any Lot owned by the Designated Builder(s) or its approved transferees by virtue of any claim that such improvements do not conform to the standards set forth in this Declaration when the same are approved by Declarant as provided herein.

SECTION 2. Requirement.

(a) No building, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, dimensions, description of materials, color scheme and a grading and site plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Declarant, or such Architectural Committee as Declarant may establish as provided hereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Declarant or its assignee or the Architectural Committee, as the case may be. Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Declarant. Plans and Specifications shall be acted on by the Declarant within thirty (30) days after submission. If the Declarant fails to act on said Plans and Specifications within said thirty (30) day period after documented submission, the Plans and Specifications shall automatically be approved. However, when acted upon by the Declarant, the reasonable judgment of the Declarant and/or the committee shall be upheld for the betterment of the subdivision and the protection of all concerned.

(b) The Declarant shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration

the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadways as planned and the view from the adjacent or neighboring properties or other matters and concerns affecting the subdivision. In the event of the failure of the purchaser or purchasers of lots in Lexington Green to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses which it may experience or incur as a result of said failure, including but not limited to court costs, attorney and other professional fees and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. To whatever extent consent, approval or authorization from Declarant or the Architectural Committee may be required hereunder, such consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or the Committee shall be upheld for the betterment of the subdivision and the protection of the interests of all concerned. If and to the extent lots are sold in bulk of more than 10 lots and corresponding house plans are submitted to and approved by the Declarant and said homebuilder as buyer and pursuant to such a combined lot purchase agreement, those preapproved plans shall be deemed fully compliant and as completed are consistent and in full compliance therewith and provided the size, colors and materials as completed meet the provisions, otherwise set forth herein and are consistent and in full compliance therewith.

SECTION 3. Time for Completion.

(a) Except as may otherwise be approved for Designated Builder(s), any approved dwelling constructed on a lot in Lexington Green shall be completed in every exterior detail within twelve (12) months from date of beginning such construction, which, unless otherwise authorized by Declarant or the Committee, as the case may be, shall commence within twelve (12) months of the purchase of the subject lot by the owner thereof. Except as may otherwise be agreed in writing with Designated Builder(s), if a Lot Owner fails to build as required within the twelve (12) month period, Declarant has the option to repurchase the lot at the price at which it was previously purchased by the Lot Owner from the Declarant. Lots may not be assigned or resold to others without the Declarant's express written approval and waiver of this option. As provided in the purchase contract for individual lot purchases in Lexington Green, Declarant has previously relied in good faith on each Lot Owners' covenant and commitment to build a high-quality residence within the prescribed time period and according to Lexington's building standards. Those commitments and responsibilities are non-transferable and non-assumable and non-assignable without Declarant's express written consent and authorization.

(b) Unless otherwise approved and authorized by the Declarant, front yard landscaping for all lots must be completed by each Lot Owner within six (6) months of completion of said residence and the balance of the property must be completely landscaped within twelve (12) months thereafter. If an Owner's closing occurs after September 15th and before March 15th, the

Owner shall have until June 15th to complete the landscaping. Declarant reserves the right to charge a reasonable deposit to the pertinent landowner to ensure completion of landscaping in a timely manner or to accept such other tangible assurances as may be reasonably necessary to accomplish the intent and purpose of these covenants and restrictions. Each Lot Owner covenants and agrees to keep their lot reasonably free and clear of weeds and debris and no storage is permitted thereon during the time, if any, the lot remains vacant before the completion of construction as required hereunder unless Declarant provides express written consent and approval of such specific request and proposed temporary storage. Lots owned or retained by Declarant are an exception hereto and may be retained or offered for sale according to whatever timetable Declarant may determine. Declarant also reserves the right to store and maintain such equipment or other items as Declarant may reasonably determine is necessary or in the best interests of the Subdivision. Exceptions which extend the time for commencement of construction may be granted by the Declarant or the Committee as individual circumstances may warrant provided that reasonable assurances are obtained for the continuing maintenance of the property in an acceptable condition that does not detract from the appearance of the Subdivision nor the reasonable protection of the property values of other Lot Owners in the Subdivision.

SECTION 4. Liability. Neither the Declarant, nor any architect or agent thereof nor the committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications, nor for any decision rendered or acts and/or omissions associated with the interpretation, application and/or enforcement of these Covenants.

SECTION 5. Size of Dwellings. Unless otherwise approved in writing by Declarant or the Architectural Committee, as the case may be, the finished above ground floor area of any residential structure, exclusive of any open porches and garages, shall not be less than the following:

- (a) On individual buildings lots that are less than 4,500 square feet in size, the minimum finished above-ground floor area shall be 2000 square feet for a single story home (and a basement of not less than 550 square feet is required but may be left unfinished) and not less than 2,300 square feet for a multi-story (with a basement of not less than 900 square feet but may be unfinished).
- (b) On all individual building lots which are 6,000 square feet or larger in size, the minimum finished above ground floor area shall be 2,100 square feet or more for a single-story home and a basement of not less than 800 square feet is required but may be left unfinished) and not less than 2,500 square feet for a multi-story (and a basement of not less than 950 square feet but which may remain unfinished).
- (c) Declarant reserves the right to deviate from the above-referenced building

standards as Declarant may reasonably determine to be necessary or in the best interests of the Subdivision regarding specific lots based on such matters as space limitations, lot configuration, garage and parking, required setbacks, architectural design and aesthetic considerations regarding the proposed residential construction and the extent to which they would, in the opinion of the Declarant and/or the Committee, contribute to the property values and general quality and appearance of Lexington Green or such other reasonable and practical considerations as may be applicable thereto.

SECTION 6. Roofing and Exterior Materials.

(a) All exterior materials utilized on dwelling and other structures shall consist of approved natural materials including stone, brick, stucco, Hardie Plank/Hardie Board, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Declarant or Architectural Committee in writing. Metal or steel may be used for accent roofs in a limited manner. (If approved by Declarant or the Architectural Committee, steel framing and vinyl windows are an exception hereto and may be permitted). The roofing material on all homes or other structures built on any lot shall be either cedar, tile or high-grade architectural asphalt shingles, all as approved by Declarant or the Architectural Committee as to material, style and color. Unless otherwise approved by Declarant or the Architectural Committee, all roofs shall generally have a minimum pitch of 6/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, etc. or approved architectural style. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each Lot Owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision and for the common benefit and enjoyment of all owners within the subdivision.

(b) Additional standards required for structure materials. Unless otherwise approved by the Declarant or the Architectural Committee, the exterior materials utilized on the front of all Dwellings and structures within the subdivision shall generally consist of at least fifty percent (50%) masonry (stone and/or brick or Hardie Plank/Hardie Board). The balance may be stucco or high- quality siding materials (such as "Hardie Plank/Hardie Board"). Distinct and respected architectural styles (such as Victorian, Southwestern, Cape Cod, Southern Plantation, European, Colonial or Traditional Early American, etc.), which do not call for brick or stone, may be approved by the Declarant and/or the Architectural Committee if in its sole discretion the overall design quality is deemed suitable and compatible for the subdivision and is in keeping with the intent of these Covenants. To whatever extent the foundation or basement has an exposed concrete surface, that surface shall be fully covered with masonry or other suitable exterior finish and color as approved by Declarant and the Committee.

(c) Central air-conditioning is required and no "swamp coolers" or "evaporative coolers" are permitted. Streetlights are required in the Subdivision by the City. Declarant has paid in advance for the required number of streetlights and such shall be installed at locations determined by the City and as reflected in the recorded Plat. Each Lot Owner is encouraged (but not required) to, nonetheless, install a front yard street lantern as part of their overall landscaping design. Style, color and placement of such street lighting is subject to review and approval by the Declarant or the Architectural Committee.

SECTION 7. Common landscape design for park strips.

(a) Each individual building lot includes a "park strip", which is understood to be that portion of the property extending from the curb and up to nine (9) feet back into the property/lot. Each Lot Owner covenants and agrees to landscape and maintain that stretch of property with grass lawn, except for such complimentary shrubbery as may be part of an overall landscape design for the Lot Owner's individual residence and front yard, as approved by the Declarant or the Committee. In any event, the owners of each lot covenant and agree to install and maintain the specific type, size, quantity and location of trees in their park strip as required by the subdivision design plan for tree planting as prepared by Declarant (referred to hereinafter as "street landscape plans").

(b) Regarding placement of park strip trees, each Lot Owner shall strive to not position the trees in such a way as would adversely block the view of their home from the street but also not to push the park strip trees to the extreme front lot corners. The spacing shall, in general, be consistent with the street landscape plans for the subdivision as established by Declarant with permitted exceptions to allow for individual placement of homes, driveways and the views therefrom. All fencing, landscape and other initial improvements constructed and installed by Declarant shall be continually maintained thereafter by the Association and/or the affected Lot Owners as the case may be. The trees shall not be less than two-inch caliper (2") at time of planting.

(c) Trails and easements (bark, pavement or other materials) may exist within the subdivision as required by and dedicated to HOA benefit or public use by the City. All affected Lot Owners are bound thereby and shall not alter or interfere with such trails unless authorized by Declarant and the City.

**ARTICLE IV
Use & Building Restrictions**

SECTION 1. Land Use. Lots as shown on the Plat shall be used for private, residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than as a detached Dwelling, designed for single-family occupancy. Residential use shall not bar a home office use of the property provided the Owner of said Lot complies with the applicable

zoning and license regulations of the City.

SECTION 2. Building Restrictions. The following building restrictions shall apply to all lots in the subdivision:

(a) No structure of a temporary character, such as but not limited to a trailer, shack, barn, shed, or tent, shall be placed or used on any of the lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except as may be submitted, reviewed and approved by the Declarant or the Committee.

(b) Unless otherwise approved by the Declarant or the Committee, a minimum of an attached two car garage is required for all dwellings within the subdivision that are located on individual building lots that are 4,000 square feet or larger unless specifically approved by the Declarant. Individual exceptions may be approved in relation to lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the Lot Owners. Three car garages are desired and intended but not required if the building setbacks or home design does not accommodate them on lots 6,300 square feet or larger.

(c) No recreation vehicles, such as, but not limited to, campers, motor homes, boats, trailers and tent vehicles, may be parked or kept on any Lot, where such placement is visible from the street without first obtaining written approval of Declarant or the Committee, which approval shall not be granted unless an acceptable parking pad and fencing is provided. The front of this pad shall be appropriately fenced as may be approved by the Declarant. (Indoor or offsite storage of such vehicles is desired and strongly encouraged and the design and construction of the garages should allow for such, where desired or necessary).

(d) Unless otherwise approved by Declarant or the Architectural Committee, no pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any Lot. However, dogs and/or cats are considered to be common and reasonably acceptable house pets provided such are properly housed and cared for and are restricted to the owner's property and not kept in an unreasonable number, which is generally considered to be not more than a maximum of two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Any fencing or other enclosed areas for pets must be reviewed and approved by the Declarant or the Committee. As recognized in paragraph (f) below, any noise associated with pets and animals that becomes a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint or notice from Declarant or HOA Management.

(e) Owners of lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as designated on the Plat. Any damage to the sidewalk, curb or gutter shall be repaired by the owner at their sole expense. Each Lot Owner accepts the sidewalk, curb or gutter on their lot in "as is" condition as received from the Declarant at the time of purchase. Except for designated builders or unless otherwise waived by the Declarant in writing, the individual Lot Owner shall deposit \$600 with Declarant as a deposit to cover any potential concrete repair made necessary by the Lot

Owner's residential construction on said lot or other forces for which the Lot Owner is responsible. This deposit shall also be available to serve as a street cleanup fee to help cover the cost of keeping the subdivision clean during the construction phase when homes are being built in the neighborhood. Unless otherwise approved by Declarant, all driveways shall be constructed with concrete rather than asphalt or some other paved or unpaved surface. Exceptions may be approved by the Declarant or the Committee. Brick, stamped concrete and other such accents may also be used as part of the overall home driveway and walkway design, as approved by the Declarant or the Committee.

(f) All Lot Owners are responsible for proper drainage and flood control on their property and all construction associated therewith. This includes but is not limited to silt fences and other requirements of the City during construction and prior to final landscaping and not causing erosion, run off or silt or dirt deposits to interfere with or diminish the engineered storm drain and drainage systems in the subdivision. Individual Lot Owners are responsible for compliance therewith. All Lot Owners are responsible for obtaining a UPDES permit from Utah Department of Environmental Quality, Division of Water Quality. Each Lot Owner is also responsible for the ongoing maintenance and condition of the property after closing and during the course of construction. This includes but is not limited to erosion control as needed to prevent silt runoff, trash accumulation, weed abatement, etc. Each Lot Owner is solely responsible for all such matters and any other matters associated with said permit. Declarant may charge Lot Owner for such costs as Declarant is forced to incur in order to perform those responsibilities if the individual Lot Owner fails to and for the protection of the Lexington neighborhood.

(g) At all times, all lots in the subdivision shall be kept free from rubbish and trash of every kind. Clean lawns, including the area between the lot line and the paved portion of the road, shall be neatly mowed as necessary during the growing season, so that grass and weeds do not exceed a reasonable height. In the event the owners of any lots(s) do not so maintain their lot(s), the Declarant shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefited shall pay reasonable charges for such services as determined by the Declarant. All other charges, costs or expenses reasonably necessary to uphold these Covenants in the event of non-performance by the Lot Owner shall be similarly recoverable by Declarant or HOA Management.

(h) Unless otherwise approved by the Declarant or the Committee, no future facilities, including poles and wire for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot. Other than standard and customary satellite television transmission of a size and placement that is not unsightly to the neighboring view of others, no external or outside antennae towers or radio and television equipment of any kind shall be erected or installed without the prior written approval of the Declarant or the Committee. Solar panels are not allowed without Declarant and Association consent and approval as to location, size, color and other factors affecting the Subdivision as a whole and neighboring owners.

(i) No noxious or offensive activities shall be carried on upon any lot, nor shall

anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or individual neighbors or owners of nearby lots. No outdoor clothes drying or storage of any articles is permitted except in enclosed areas designed for that purpose. No outdoor storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on driveway areas only. No vehicle shall be parked on any street in the subdivision unless there is insufficient parking space on the individual Lot Owner's property. Regardless, any vehicle parked on the street must be moved within 24 hours. Parking of any and all types of other equipment or vehicles are permitted only while being repaired and only in garages, or enclosed buildings. Unless otherwise approved, in general, storage of any equipment or vehicles in open areas is not permitted. A business cannot be operated on premises that would cause any noise, odor, excess traffic or parking, or that would be offensive to neighbors. Any business conducted on premises must be approved by the Declarant or the Architectural Committee and comply with City regulations.

(j) All fencing must be approved by the Declarant or the Committee and shall be installed in accordance with City building codes and as approved by Declarant or the Committee. No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Unless otherwise approved, any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such property but not beyond the residential structure, i.e., shall not extend, at any height, beyond the prescribed termination point which is the distance from the front of the lot to the front door of the residence. Generally, that point is the front entry door to the completed residence but may be different in cases where homes have "L" shaped configurations because of protruding garages or other portions of the residence. Thus, the closest vertical wall would be the prescribed termination point. Corner lots may be an exception hereto as reasonably necessary to accommodate enclosure of backyards and such shall be resolved in a fair and reasonable manner to the mutual satisfaction of the affected Lot Owners. Although extensions of side fences are not permitted to protrude beyond the front of the residence, as provided herein, hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended. Unless otherwise specified or approved by Declarant, all fencing within the subdivision shall match and be consistent with the fencing materials and themed presentation for Lexington and the adjoining Concord development as established by Declarant. Masonry or wrought iron or a mixture of both are desired upgrades. No fencing that conflicts with adjoining yards or which are contrary to the master plan for the Subdivision shall occur or be installed unless agreed to by the Declarant or the Committee and with due consideration of the interest and desires of the affected owners and neighbors. "Privacy" or solid fencing is not advised or allowed on lots that back up to or which are contiguous to open space unless approved in writing by Declarant or the Committee. All fencing must be approved by Declarant and be consistent regarding materials, aesthetics, locations and all other elements throughout and affecting the entire Subdivision.

(k) All materials used for construction of any fence within the Subdivision must be approved by the Declarant or the Committee. The Declarant or the Committee are authorized to require such color, materials, style and location as may be necessary to cause all such fences to blend together in an aesthetically appealing manner to create compatibility and uniformity in the

subdivision for the benefit of all Lot Owners therein. If and to such extent as the fencing design for the subdivision may include a fence design for specific lots, those Lot Owners also covenant and agree to preserve and maintain that design as established by Declarant or the Committee. Further, those Lot Owners desiring rear-yard fencing on lots which were not received by them with such fencing in place at time of purchase shall (unless otherwise approved by the Declarant or Committee) nonetheless refrain from fencing or install, preserve and maintain that type (material, style & color) of fence which is consistent with the overall scheme and design referenced herein to create visual harmony and overall consistency within the subdivision. Unless changed hereafter in the approved manner, this design shall be upheld throughout the subdivision at all times hereafter. To whatever extent Lot Owners with lots that back up to the perimeter boundaries of the subdivision and which may have no fence or a fence of a different type or color or material than what is herein described the affected Lot Owner in Lexington Green may simply accept such fencing or lack of fencing "as is" or they may install new and additional fencing as prescribed by Declarant or the Committee or they may submit to the Committee for its approval some other design if found by the Committee to be reasonably in harmony with the best interests of the Subdivision and the stated goals and objectives of these Covenants and Restrictions.

(l) No sign of any kind shall be displayed to public view on any lot except one professional sign of a conventional size and provided that such is in accordance with the City sign ordinances, to advertise the property for sale or rent. The same shall apply to signs used by a builder to advertise the property under construction during a reasonable sales period associated therewith. Afterwards, continued advertising of a builder or other services is not allowed. During an election season, reasonable sized campaign "yard signs" are allowed and may be displayed by individual Lot Owners but not within the common area of the subdivision.

(m) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm, or from any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness.

(n) Damage to the road system or other public improvements resulting from individual Lot Owner construction shall be the responsibility of such Lot Owners.

(o) Lexington is intended to be an architecturally themed and high-quality neighborhood where each home is carefully designed with architecture, plans and colors and appearances that are not substantially duplicated so frequently and so close together as to detract or diminish therefrom. To the fullest extent possible, the desired materials are brick, stone and masonry products. Unless otherwise authorized by the Declarant or the Committee, no dwelling may use the same style/color/materials as selected by and approved for another neighboring property owner or unduly close nearby lot and home construction as determined by Declarant and with due consideration of the overall blend and mix of homes as approved for construction by Designated Builders. It is impractical in a subdivision the size of Lexington to mandate that no color or style of brick can be used more than once within the Subdivision. Reasonable care shall be taken to create an appealing variety of colors and styles and to reasonably space out any duplications that may exist because of the personal preference of the various homeowners and

builders. Each Lot Owner must submit their exterior materials (both as to type and color) to the Declarant or the Committee for advance approval. No excavation of foundation and basement or any other construction shall occur until such approval has been obtained. The initial approved plans and lot locations for the Designated Builders are attached hereto as Exhibit B and incorporated herein by reference.

(p) The provisions of Article III are incorporated herein by reference and are to be construed and applied, together with this Declaration in its entirety, in a manner consistent therewith. All references to required approvals by "the Committee" include and may be satisfied by the Declarant until such time as the Declarant establishes such a Committee and/or entirely withdraws from the subdivisions and turns all matters pertaining to required approvals over to such Committee. There is no intended distinction or legal significance to any reference in the Declaration that refers to "the Committee" rather than those provisions elsewhere in the Declaration which require approval of "the Declarant or Committee".

(q) An attractive blend of grass, plants and shrubbery is required for all of the yards in the Subdivision, with reasonable allowance for driveways and sidewalks. The planting of fruit or vegetable gardens in the front yard is not permitted. Flowers, such as rose gardens, may be a permitted exception thereto. Otherwise, only a reasonable and limited portion of the backyard may be dedicated to fruit or vegetable gardening.

(r) Except for group mailboxes as may otherwise be required by the City or United States Postal Service, each Lot Owner agrees to construct and install a mailbox for their residence in a manner, style, size, color, location and selection of materials as approved by Declarant and/or the Committee. The design for such shall be reasonably calculated to match and compliment the residence and blend with the other neighboring residences and their mailboxes as reasonably determined by Declarant and/or the Committee. The United States Postal Service has mandated the specific mailbox locations as set forth in a separate map and schedule, which is available to each Lot Owner by the Declarant prior to their occupancy. Each Lot Owner is responsible for compliance therewith and shall reimburse the Declarant for the cost required to install such if the Lot Owner has not otherwise satisfied that requirement.

(s) All Lot Owners are solely responsible for the suitability of soil conditions (including compaction) for construction of a home on their individual lot. Each Lot Owner shall conduct the necessary tests and investigations as may be needed to determine to their satisfaction and the City that home construction may prudently commence without additional mitigation. All Lot Owners are responsible for retention of their lot and shall not unreasonably alter the grade of their property so as to create additional costs and/or the need for retention by adjoining lots owners. All Lot Owners must satisfy and comply with the City grading and building height restriction.

(t) Appropriate studies to identify and disclose any potential hazards in the area have been conducted in the course of obtaining City approval for the Lexington subdivision and recording the Final Plat. All known matters and building restrictions, if any, are referenced on the Recorded Plat and reports are on file with the City for review and inspection by Lot Owner and

other interested parties. Declarant makes no representations or warranties regarding such matters and Lot Owners do not rely on Declarant regarding the same. Lot Owner is solely responsible for any and all such matters.

SECTION 3. Fencing and Entry to Subdivision. For the common benefit and enhancement of the subdivision, masonry entry features, together with additional fencing, sculptures and artwork, landscaping, etc., have or may be established at the entrances to the subdivision for subdivision identification. Some lots may be directly affected thereby. To the extent that the landscaping and maintenance of these design features require continuing access to electrical power and water availability, the cost and the physical requirements thereof shall be borne primarily by the Owner's Association, but if applicable may be borne proportionately by the affected Lot Owners within the subdivision if so determined by the Declarant. If at any time such becomes unreasonably burdensome to the affected Lot Owners, each of the lots owners within the subdivision covenants and agrees to pay their respective individual share of the annual cost thereof to the extent such can be separately allocated between the costs normally associated with the individual Lot Owners and that which represents a common or general expense for the benefit of the entire subdivision. The owners of the affected lots covenant and agree to accept the entry design features (as constructed and installed and including their location), together with the extended fencing associated therewith and will not alter, remove or interfere with such fencing in the construction of their homes, the landscaping of their yard and the use of their property at any time, except as these Covenants and Restrictions may be amended hereafter as provided herein. The owners of such lots shall make power and water available for the strip of land required for the entry to the subdivision and the extended fencing and all landscaping associated therewith. The budget contribution and responsibilities of all other Lot Owners within the subdivision may be adjusted accordingly as the Declarant and the Association may agree among themselves. Any such agreement must be approved by the Declarant or the Committee.

ARTICLE V Homeowners Association

SECTION 1. Financial Responsibility. All Lot Owners shall be members of the Lexington Green Homeowners Association ("Lexington Green HOA") and are bound to honor and abide by its rules and regulations. Further, all Lot Owners, as members of the Lexington Green HOA, shall bear their respective financial responsibility for the costs associated therewith including, but not limited to, all ongoing assessments associated with ownership, use and maintenance of the common areas and public spaces within the subdivision including parks, trails, landscaped areas, recreational amenities such as playground equipment and all other land, structures, fencing and improvements of whatever type within the subdivision for which the Lexington Green HOA is responsible. In connection therewith, each Lot Owner agrees to deposit three hundred dollars (\$300) with the Association at the time of closing the purchase of their lot. That deposit shall serve as an advance prepayment toward homeowner's dues and fees and reserves of the Lexington Green HOA. All owners are responsible for month-to-month payments of all Lexington Green HOA thereafter according to the billing and collection policies and procedures adopted by the Lexington

Green HOA and its management company.

SECTION 2. Management of Subdivision and Homeowners Association. Until the earlier of (i) such time as Declarant as the Developer shall elect or (ii) such time as the Declarant shall have sold one hundred percent (100%) of the lots in all phases in Lexington Green, Declarant shall continue to act as Manager of the Subdivision and the Lexington Green HOA. After the earlier of (i) such time as Declarant shall elect or (ii) such time as the Declarant shall have sold one hundred percent (100%) of the lots in Lexington Green, the Declarant or Board of Trustees of the HOA shall act as Managers. The business, property and affairs of the Association shall be managed, operated and maintained by the Declarant or Board as Manager(s) of the Association as agent for the Lot Owners.

General

SECTION 1. Provisions to Run With the Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenant and Restrictions, such action may either be to restrain violation or to recover damages and all other costs associated therewith, including reasonable attorney's fees.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2055. After the Lexington Green Subdivision is completed in its entirety (all Phases) and has been turned over to the HOA by the Declarant pursuant to Article V, Section 2, this Declaration may be renewed, extended and amended and/or terminated in their entirety by an instrument signed by not less than sixty percent (66%) of the entire Lexington Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Utah County or in such other place of recording as may be appropriate at the time of the execution of such instrument.

SECTION 3. Severability and Invalidation. Invalidation of any of these covenants, agreement, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

SECTION 4. Limitation. These restrictions shall apply to the lots as shown on the aforesaid Plat entitled Lexington Green and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivisions. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and or Development Plan of Lexington Green in any respect subject to applicable City, Utah regulations and requirements. In connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Preliminary Plan as filed with the City as to any lots to be re-subdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by the City, consenting to the alteration of the Subdivision Plat and/or Development Plan.

SECTION 6. Disclaimer of Liability and Responsibility. Declarant disclaims and is expressly released from any liability associated with the property boundaries and estimated square footage calculations of the Lots within the subdivision, having relied in good faith upon the professional services of the engineering firm responsible for the preparation of the plat. Every Lot Owner is responsible for surveying and verifying lot boundaries and utility locations before commencing construction and the Declarant bears no responsibility, therefore, other than good faith reliance upon the engineering associated with the recorded plat and construction consistent therewith, which has been conducted on a diligent and best efforts basis. Declarant makes no representation or warranty concerning availability of secondary water systems. Each Lot Owner is responsible for hooking up to and satisfying whatever requirements the water provider for the area may establish from time to time for irrigation systems and culinary usage. Upon recordation of the plat and dedication of all public roads and improvements, such shall be the responsibility thereafter of the pertinent entity receiving such dedications and transfer of public improvements. No individual acting on behalf of the Declarant shall have any personal or individual liability regarding any matter associated with the Lexington Subdivision and all Lot Owners fully and unconditionally waive any and all such claims. Other than through such insurance as may be applicable, the Declarant shall have no liability in connection with the Lexington Subdivision.

ARTICLE VI

Miscellaneous

SECTION 1. Reservation of Rights. The Declarant reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual lots in Lexington Green to enter upon any of the property, to complete, in its sole discretion, development of the property; such development includes but is not limited to tree cutting and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install a sign of Declarant's choice at the entrances to Lexington Green at such locations (within ten feet of the property lines) as the Declarant in its sole discretion may deem appropriate.

SECTION 2. Reservation of Rights. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this property as the

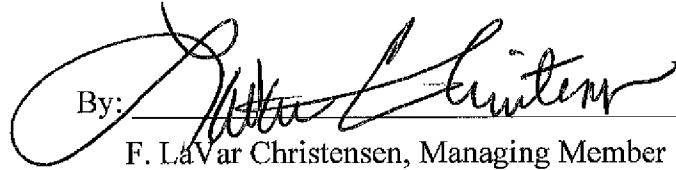
Declarant deems necessary or in the best interest of the Subdivision as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special Limited Power of Attorney. As stated in Article VI, Section 5, Declarant reserves the rights to sign on behalf of any interested party or Lot Owner such waivers or consents as may be required by Saratoga Springs, Utah or other public authority consenting to the alteration of the Subdivision Plat and/or Preliminary Plan.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be properly executed by its duly authorized representative as of the day and year first above written.

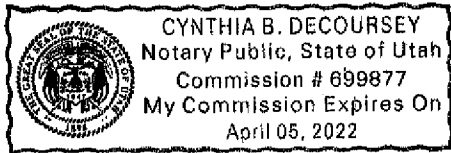
DECLARANT:

**LEXINGTON LAND DEVELOPMENT
COMPANY, LLC**

By: 
F. LaVar Christensen, Managing Member

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake

I HEREBY CERTIFY that on this 12th day of February 2020 personally appeared F. LaVar Christensen, who acknowledged himself to be the Managing Member of **Lexington Land Development Company, LLC** and executed the foregoing Declaration of Covenants and Restrictions on behalf of the said entity for the purposes therein contained and acknowledged the same to be the lawful act and deed of the aforesaid entity.



Notary Public: Cynthia B. DeCoursey
Residing at: Bluffdale, Utah

Exhibit A

Legal Descriptions & Plat Maps

Lexington Green – Apartment Area

Beginning at a point on the Northerly Right-of-Way Line of Pony Express Parkway, said point being South 89°33'20" West 290.40 feet along the section line and North 00°26'40" West 90.00 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°33'20" West 620.79 feet along the Northerly Right-of-Way Line of Pony Express Parkway;

thence North 00°18'14" East 91.54 feet;

thence North 06°20'43" West 73.40 feet;

thence North 00°18'15" East 428.63 feet;

thence Northeasterly 223.12 feet along the arc of a 380.50 foot radius curve to the right (center bears South 89°41'45" East and the chord bears North 17°06'10" East 219.94 feet with a central angle of 33°35'51");

thence Northeasterly 111.66 feet along the arc of a 229.50 foot radius curve to the left (center bears North 56°05'54" West and the chord bears North 19°57'46" East 110.57 feet with a central angle of 27°52'38");

thence South 89°55'31" East 481.75 feet;

thence Southeasterly 18.08 feet along the arc of a 4,907.50 foot radius curve to the left (center bears North 83°39'47" East and the chord bears South 06°26'33" East 18.08 feet with a central angle of 00°12'40");

thence South 06°32'53" East 280.91 feet;

thence Southwesterly 212.77 feet along the arc of a 2,041.60 foot radius curve to the left (center bears South 82°50'58" East and the chord bears South 04°09'54" West 212.68 feet with a central angle of 05°58'17");

thence Southeasterly 394.00 feet along the arc of a 1,950.86 foot radius curve to the left (center bears South 87°36'52" East and the chord bears South 03°24'01" East 393.33 feet with a central angle of 11°34'17") to the point of beginning.

Contains 534,331 Square Feet or 12.267 Acres

Lexington Green – Single Family Area

Beginning at a point on the Northerly Right-of-Way Line of Pony Express Parkway, said point being South 89°33'20" West 911.18 feet along the section line and North 00°26'40" West 90.00 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°33'20" West 421.81 feet along the Northerly Right-of-Way Line of Pony Express Parkway;

thence North 00°18'08" East 1,029.96 feet to the Southerly Right-of-Way Line of Fairfield Road;

thence North 56°28'20" East 1,163.83 feet along the Southerly Right-of-Way Line of Fairfield

Road;

thence Southeasterly 764.07 feet along the arc of a 4,907.50 foot radius curve to the left (center bears South 87°24'59" East and the chord bears South 01°52'36" East 763.30 feet with a central angle of 08°55'14");

thence North 89°55'31" West 481.75 feet;

thence Southwesterly 111.66 feet along the arc of a 229.50 foot radius curve to the right (center bears North 83°58'33" West and the chord bears South 19°57'46" West 110.57 feet with a central angle of 27°52'38");

thence Southwesterly 223.12 feet along the arc of a 380.50 foot radius curve to the left (center bears South 56°05'54" East and the chord bears South 17°06'10" West 219.94 feet with a central angle of 33°35'51");

thence South 00°18'15" West 428.63 feet;

thence South 06°20'43" East 73.40 feet;

thence South 00°18'14" West 91.54 feet to the point of beginning.

Contains 819,913 Square Feet or 18.823 Acres

Lexington Green – Foothill Corridor Area

Beginning at a point on the Northerly Right-of-Way Line of Pony Express Parkway, said point being South 89°33'20" West 290.40 feet along the section line and North 00°26'40" West 90.00 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Northwesterly 394.00 feet along the arc of a 1,950.86 foot radius curve to the right (center bears North 80°48'50" East and the chord bears North 03°24'01" West 393.33 feet with a central angle of 11°34'17");

thence Northeasterly 212.77 feet along the arc of a 2,041.60 foot radius curve to the right (center bears South 88°49'15" East and the chord bears North 04°09'54" East 212.68 feet with a central angle of 05°58'17");

thence North 06°32'53" West 280.91 feet;

thence Northwesterly 782.15 feet along the arc of a 4,907.50 foot radius curve to the right (center bears North 83°27'07" East and the chord bears North 01°58'56" West 781.33 feet with a central angle of 09°07'54") to the Southerly Right-of-Way Line of Fairfield Road;

thence North 56°28'20" East 357.64 feet along the Southerly Right-of-Way Line of Fairfield Road to the Westerly Right-of-Way Line of Foothill Boulevard;

thence South 00°11'55" West 465.20 feet along the Westerly Right-of-Way Line of Foothill Boulevard;

thence Southeasterly 232.92 feet along the arc of a 1,290.00 foot radius curve to the left (center bears South 89°48'05" East and the chord bears South 04°58'26" East 232.60 feet with a central angle of 10°20'42") along the Westerly Right-of-Way Line of Foothill Boulevard;

thence South 10°08'47" East 623.56 feet along the Westerly Right-of-Way Line of Foothill Boulevard;

thence Southeasterly 200.42 feet along the arc of a 1,110.00 foot radius curve to the right (center bears South 79°51'13" West and the chord bears South 04°58'26" East 200.14 feet with a central angle of 10°20'42") along the Westerly Right-of-Way Line of Foothill Boulevard;

thence South 00°11'55" West 350.30 feet along the Westerly Right-of-Way Line of Foothill Boulevard to the Northerly Right-of-Way Line of Pony Express Parkway;

thence North 89°41'57" West 84.76 feet along the Northerly Right-of-Way Line of Pony Express Parkway;

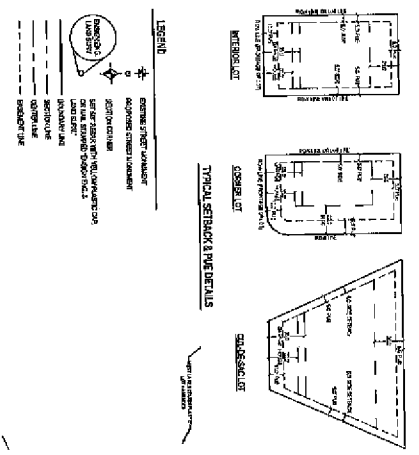
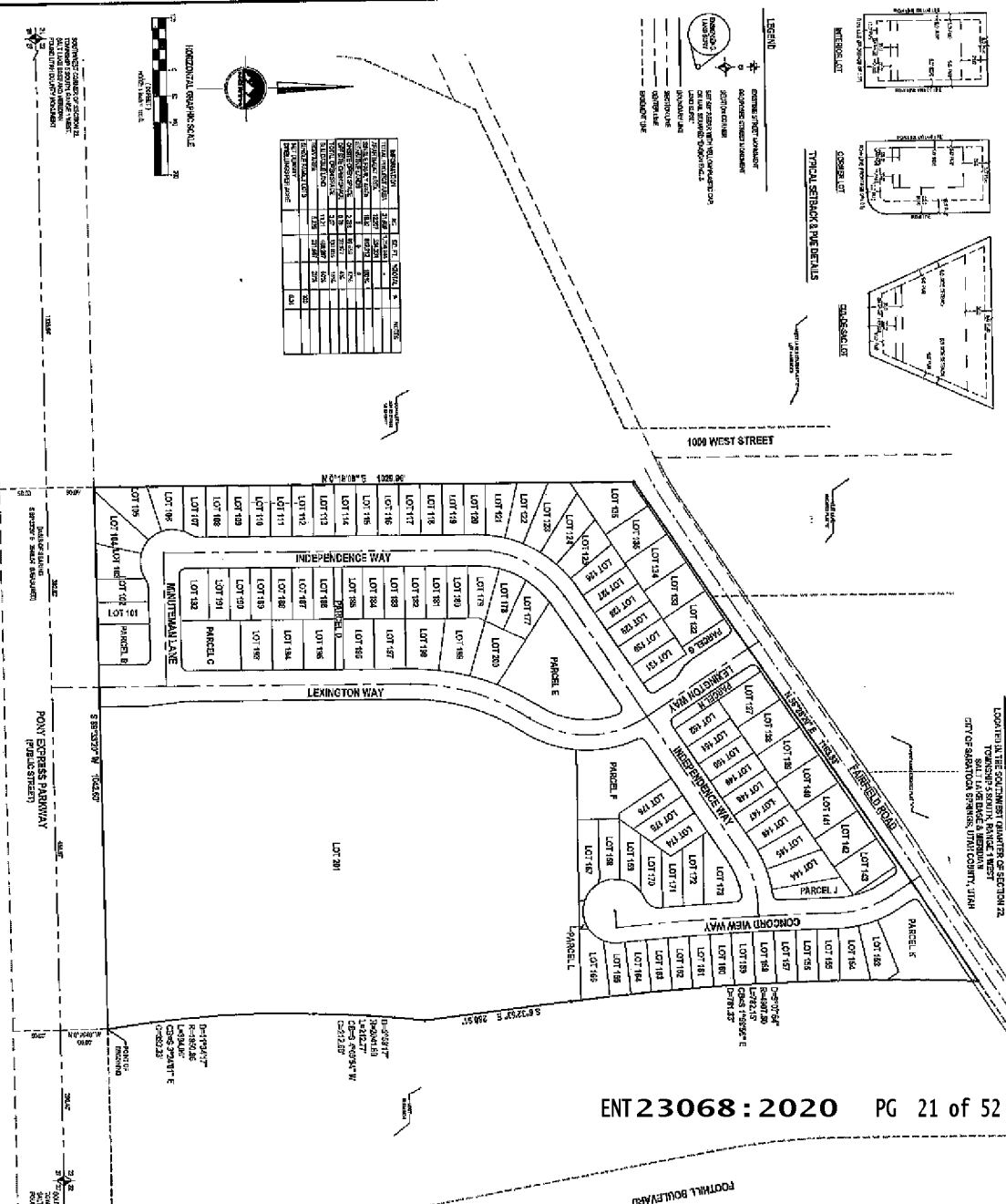
thence South 89°33'20" West 290.98 feet along the Northerly Right-of-Way Line of Pony Express Parkway to the point of beginning.

Contains 606,127 Square Feet or 13.915 Acres

LEXINGTON GREEN

LOCATED IN THE SOUVENIR TRACT, SECTION 22,
TOWNSHIP 3 NORTH, RANGE 12 WEST,
COUNTY OF SAKATON, BRUNSWICK COUNTY, ILLINOIS

ENT 23068 : 2020 PG 21 of 52



NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	181	182	183	184	185	186	187	188	189
2	190	191	192	193	194	195	196	197	198
3	199	200	201						

ENSIGN
 615 WEST 10TH STREET
 SUITE 100
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.ENSIGN.COM

CONTRACT DESCRIPTION
 CONTRACT NO. 23068-2020
 PROJECT NO. 23068-2020
 SHEET NO. 21 OF 52

OWNER'S ACKNOWLEDGMENT
 I, the undersigned, hereby certify that the above described property is my own and that I am the owner thereof and that I have read and understand the contents of the plat and the conditions of the dedication and that I agree to the same and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes herein stated.

APPROVAL BY LEGISLATIVE BODY
 I, the undersigned, hereby certify that the above described property is my own and that I am the owner thereof and that I have read and understand the contents of the plat and the conditions of the dedication and that I agree to the same and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes herein stated.

OWNER'S DEDICATION
 I, the undersigned, hereby dedicate the above described property to the public use of the City of Sakaton, Brunswick County, Illinois, for the purposes herein stated.

LEXINGTON GREEN
 LOCATED IN THE SOUVENIR TRACT, SECTION 22,
 TOWNSHIP 3 NORTH, RANGE 12 WEST,
 COUNTY OF SAKATON, BRUNSWICK COUNTY, ILLINOIS

PLAT DESCRIPTION
 This plat shows the subdivision of the above described property into lots and parcels for the purposes herein stated.

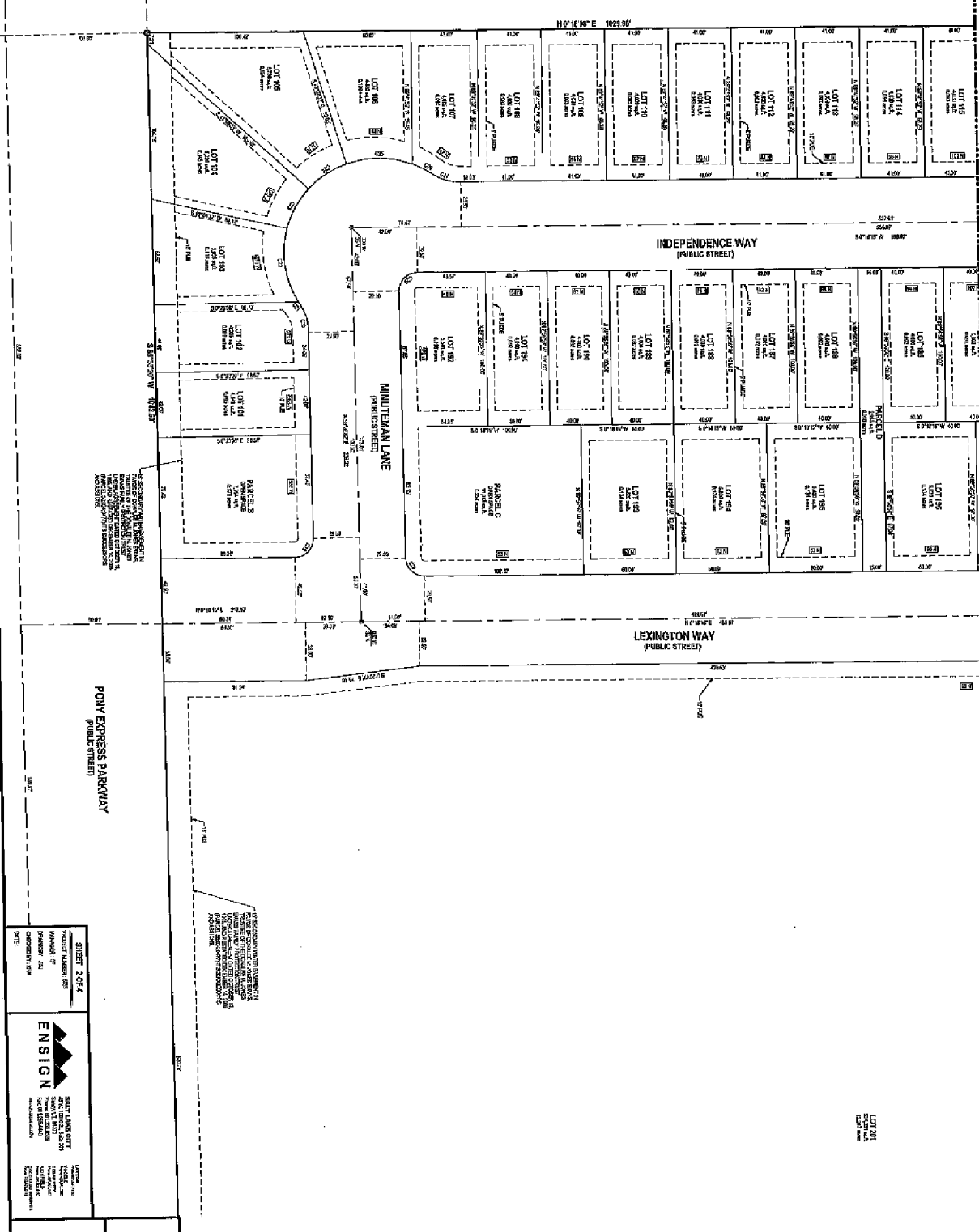
LEGISLATIVE BODY
 I, the undersigned, hereby certify that the above described property is my own and that I am the owner thereof and that I have read and understand the contents of the plat and the conditions of the dedication and that I agree to the same and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes herein stated.

OWNER'S ACKNOWLEDGMENT
 I, the undersigned, hereby certify that the above described property is my own and that I am the owner thereof and that I have read and understand the contents of the plat and the conditions of the dedication and that I agree to the same and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes herein stated.

LEXINGTON GREEN

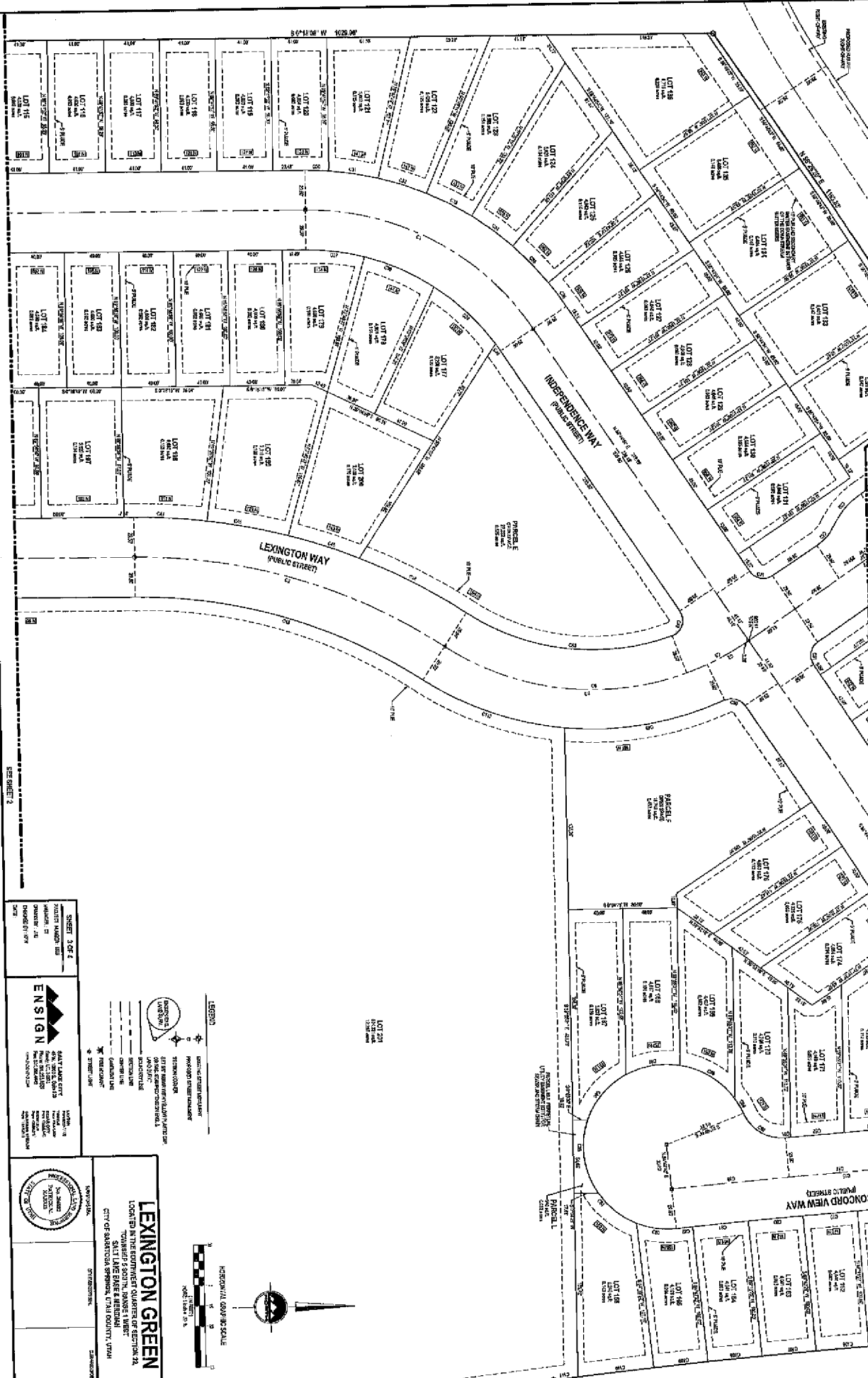
1025 LEWIS DRIVE, 4TH FLOOR, SUITE 400, SALT LAKE CITY, UT 84143
 TOMMY T. SHERWIN, OWNER
 CITY OF SALT LAKE COUNTY, UTAH

SHEET 3



LEXINGTON GREEN

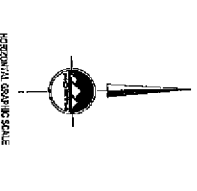
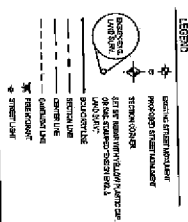
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH RANGE 1 WEST, CLAY COUNTY, IOWA
CITY OF SAUNDERSVILLE, CLAY COUNTY, IOWA



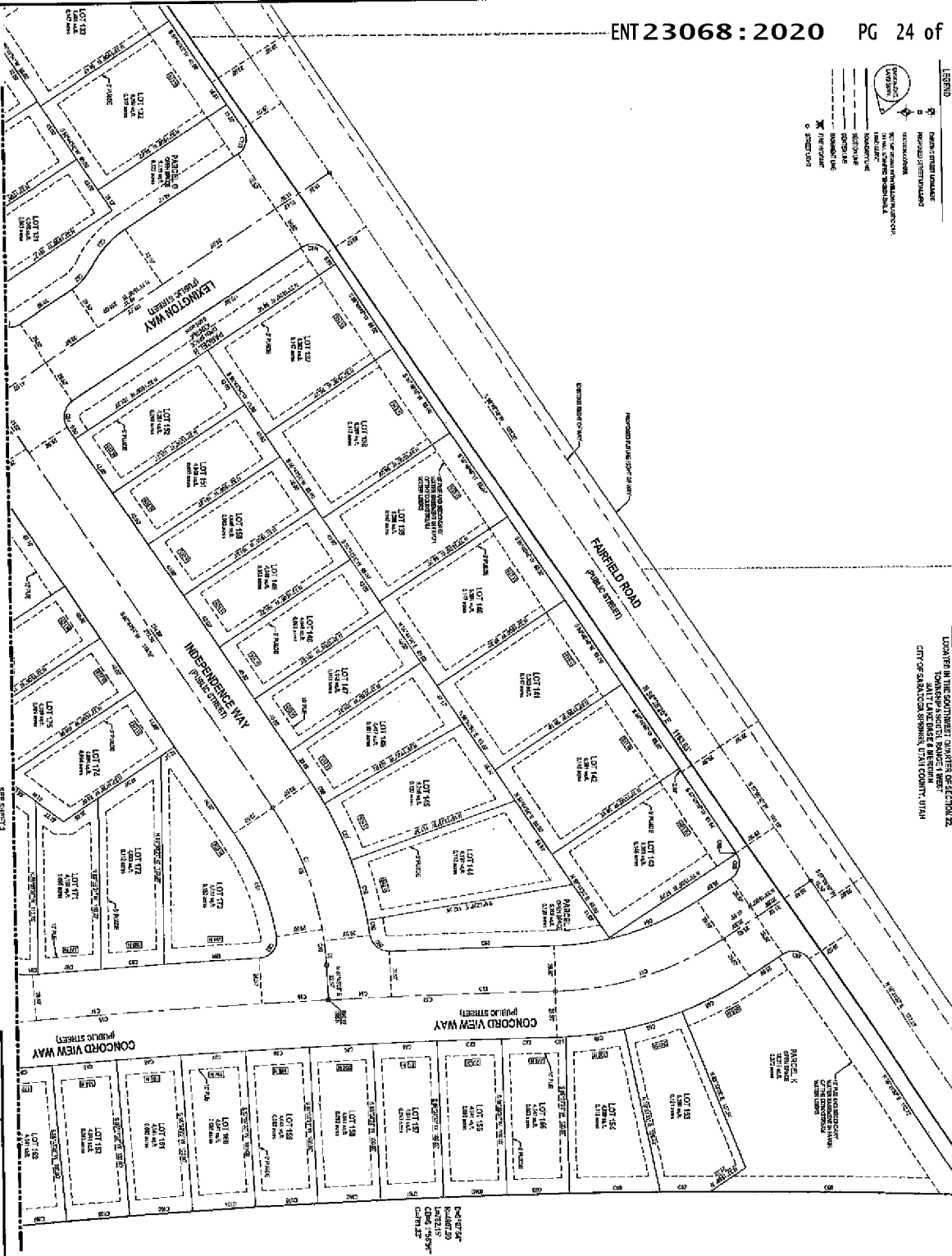
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 PROJECT NUMBER: 206-4
 DRAWING DATE: 12/15/11
 DRAWN BY: [Name]



SAUNDERSVILLE
 CITY OF SAUNDERSVILLE
 100 N. MAIN ST.
 SAUNDERSVILLE, IA 52586
 563-385-1111
 www.saundersvilleia.com



LEXINGTON GREEN
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 5 SOUTH RANGE 1 WEST, CLAY COUNTY, IOWA
 CITY OF SAUNDERSVILLE, CLAY COUNTY, IOWA



LEXINGTON GREEN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 5 NORTH, RANGE 1 WEST,
 CITY OF SANGRAVE COUNTY, ILLINOIS

- LEGEND**
- PROPERTY STREET FRONTAGE
 - PROPOSED LOT BOUNDARIES
 - EXISTING LOT BOUNDARIES
 - 1/2" = 1' SCALE
 - PROPERTY LINE
 - CONCRETE
 - ASPHALT
 - PAVED DRIVEWAY
 - PAVED DRIVEWAY
 - PAVED DRIVEWAY
 - PAVED DRIVEWAY

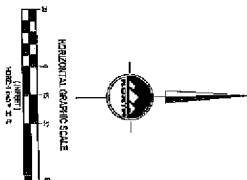
SHEET 450-F-1
 PROJECT NUMBER: 2020-001
 DATE: 12/15/2019

ENGIN
 ENGINEERING & ARCHITECTURE
 1000 N. W. 11TH AVENUE
 SUITE 200
 MIAMI, FL 33136
 (305) 571-0000
 WWW.ENGINFLA.COM

LEXINGTON GREEN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 5 NORTH, RANGE 1 WEST,
 CITY OF SANGRAVE COUNTY, ILLINOIS

ROBERT J. ENSIGN
 PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 NO. 021200200

DATE: 12/15/2019



LINE	START	END	AREA	PERIMETER	PERIMETER	PERIMETER	PERIMETER
1	130.00	130.00	0.00	0.00	0.00	0.00	0.00
2	130.00	130.00	0.00	0.00	0.00	0.00	0.00
3	130.00	130.00	0.00	0.00	0.00	0.00	0.00
4	130.00	130.00	0.00	0.00	0.00	0.00	0.00
5	130.00	130.00	0.00	0.00	0.00	0.00	0.00
6	130.00	130.00	0.00	0.00	0.00	0.00	0.00
7	130.00	130.00	0.00	0.00	0.00	0.00	0.00
8	130.00	130.00	0.00	0.00	0.00	0.00	0.00
9	130.00	130.00	0.00	0.00	0.00	0.00	0.00
10	130.00	130.00	0.00	0.00	0.00	0.00	0.00
11	130.00	130.00	0.00	0.00	0.00	0.00	0.00
12	130.00	130.00	0.00	0.00	0.00	0.00	0.00
13	130.00	130.00	0.00	0.00	0.00	0.00	0.00
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17	130.00	130.00	0.00	0.00	0.00	0.00	0.00
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21	130.00	130.00	0.00	0.00	0.00	0.00	0.00
22	130.00	130.00	0.00	0.00	0.00	0.00	0.00
23	130.00	130.00	0.00	0.00	0.00	0.00	0.00
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30	130.00	130.00	0.00	0.00	0.00	0.00	0.00
31	130.00	130.00	0.00	0.00	0.00	0.00	0.00
32	130.00	130.00	0.00	0.00	0.00	0.00	0.00
33	130.00	130.00	0.00	0.00	0.00	0.00	0.00
34	130.00	130.00	0.00	0.00	0.00	0.00	0.00
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37	130.00	130.00	0.00	0.00	0.00	0.00	0.00
38	130.00	130.00	0.00	0.00	0.00	0.00	0.00
39	130.00	130.00	0.00	0.00	0.00	0.00	0.00
40	130.00	130.00	0.00	0.00	0.00	0.00	0.00
41	130.00	130.00	0.00	0.00	0.00	0.00	0.00
42	130.00	130.00	0.00	0.00	0.00	0.00	0.00
43	130.00	130.00	0.00	0.00	0.00	0.00	0.00
44	130.00	130.00	0.00	0.00	0.00	0.00	0.00
45	130.00	130.00	0.00	0.00	0.00	0.00	0.00
46	130.00	130.00	0.00	0.00	0.00	0.00	0.00
47	130.00	130.00	0.00	0.00	0.00	0.00	0.00
48	130.00	130.00	0.00	0.00	0.00	0.00	0.00
49	130.00	130.00	0.00	0.00	0.00	0.00	0.00
50	130.00	130.00	0.00	0.00	0.00	0.00	0.00

Exhibit B

Designated Builders' Preapproved House Plans

The following Designated Builders and house plans are approved by Declarant for the Lexington Green Subdivision:

Richmond American (Lots 101, 102, 104, 105, 107-131, 177-192)

- Laurel B, C, D, E – 2,409 sq. ft. finished (plus basement 745 sq. ft.)
- Lawson B, C, D, E – 2,512 sq. ft. finished (plus basement – 672 sq. ft.)
- Layla B, C, E – 2,192 sq. ft. finished (plus basement – 626 sq. ft.)
- Leah B, C, D – 2,310 sq. ft. finished (plus basement – 745 sq. ft.)
- Leisel B, C, E, F – 2,100 sq. ft. finished (plus basement – 662 sq. ft.)
- Lightner B, C, D, E – 2,005 sq. ft. finished (plus basement – 559 sq. ft.)

Alpine Homes (Lots 144-152, 153-172, 174-176)

- Acadia A, C, D – 2,644 sq. ft. finished (plus basement – 1,148 sq. ft.)
- Arrowwood A, C, D – 2,314 sq. ft. finished (plus basement – 1,027 sq. ft.)
- Aspen A, C, D – 2,121 sq. ft. finished (plus basement – 867 sq. ft.)

The foregoing approved plans are subject to the following additional conditions:

- All color schemes and materials must be approved by the Declarant on a lot by lot basis.
- Individual house plans must be submitted to Declarant prior to building permit.
- The minimum roof slope shall be 6x12.
- The minimum basement size shall be more than 550 square feet as shown above and may be unfinished.

Approx. 2,150 sq. ft. | 2 stories | 4-6 bedrooms | 2-car garage | Plan #U698



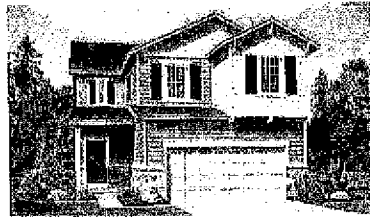
ELEVATION E

ABOUT THE LAYLA

The versatile Layla floor plan offers two floors of thoughtfully designed living space. On the main floor, a two-story great room and dining area open onto a kitchen with a large center island. Nearby, there's a private study and a powder bath which can be built as a full bath. Upstairs, you'll find four inviting bedrooms, a convenient laundry and two lavish baths. Need extra space? Add a loft, an additional bedroom or a master retreat to fit your lifestyle.



ELEVATION B



ELEVATION C

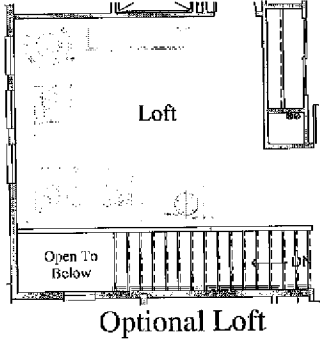
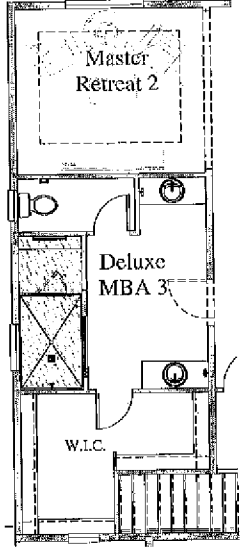
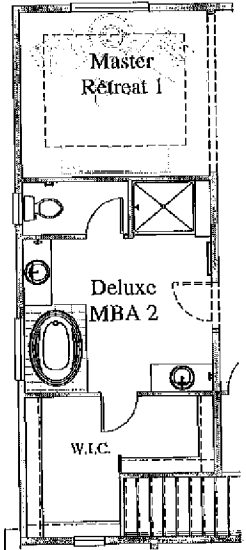
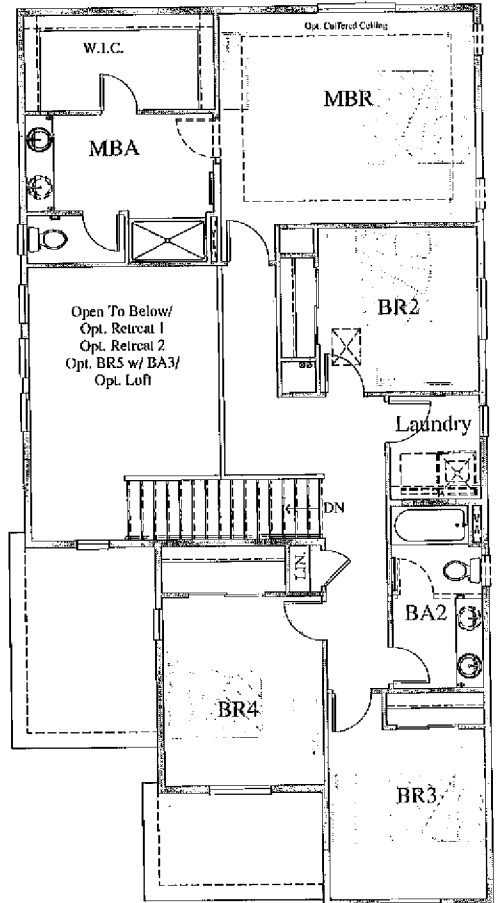
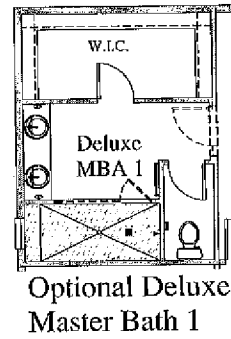
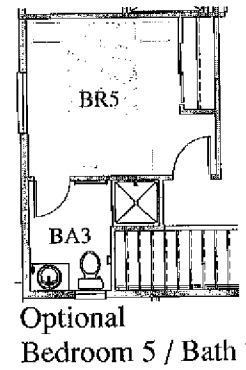
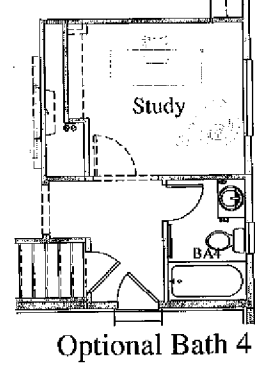
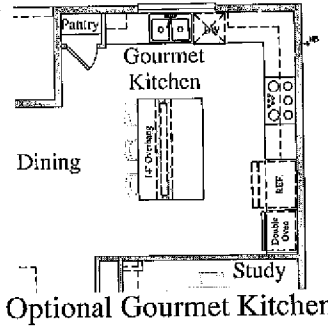
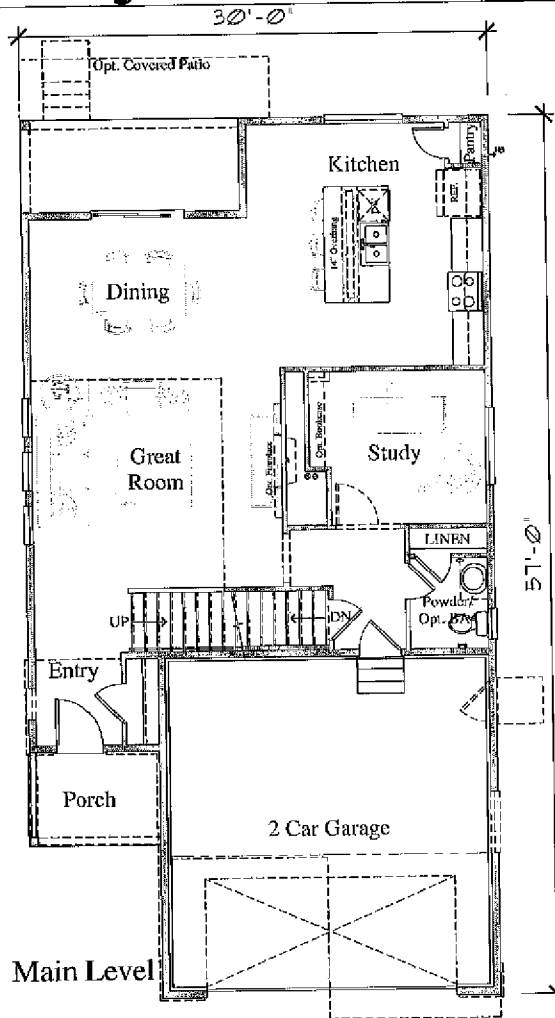


ELEVATION D



ELEVATION F

Layla



Features:

- **2192 Sq. Ft.**
- 2 Story Home
- 4 to 5 Bedrooms
- 2½ to 4 Baths
- 2 Car Garage
- Opt. Loft (+176 S.F.)
- Opt. Bedroom 5/Bath 3 (+202 S.F.)
- Opt. Master Bedroom Retreat 1 & 2 (+204 S.F.)
- Opt. Finished Basement (626 S.F.)



Layla



Elevation A



Elevation B



Elevation C



Elevation D

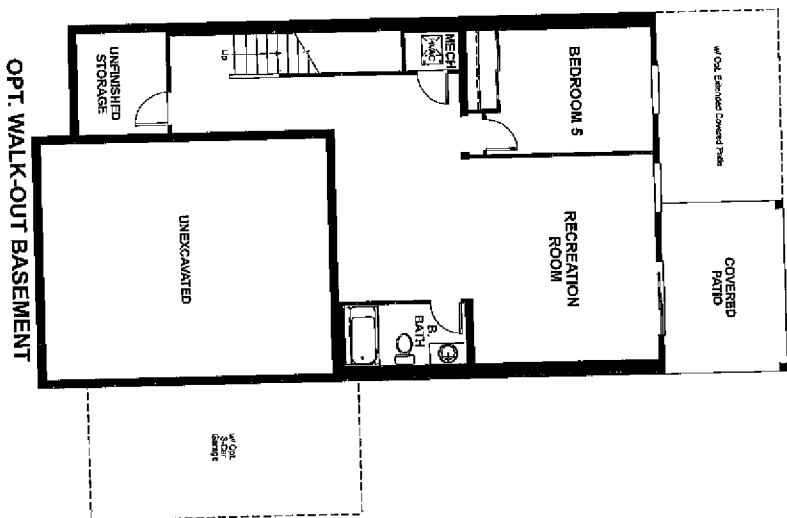


Elevation E



Elevation F

BASEMENT

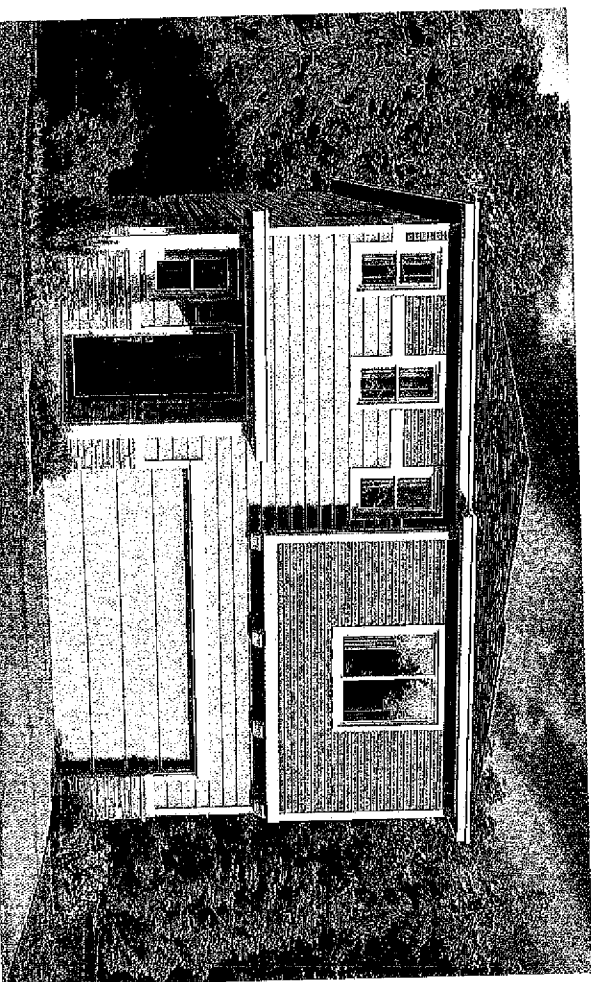


This plan and rendering are conceptual drawings and may vary from actual plans and renderings. Changes and features may not be available on all homes and are subject to change without notice. Actual home may vary from photos and/or drawings. Always check with the developer for the most current information. Plans, specifications and availability subject to change without notice. Model specifications and availability subject to change without notice. ©2017 Richmond American Homes, Inc. 5317219



THE LAUREL

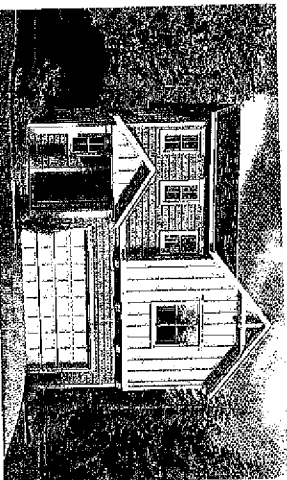
Approx. 2,360 sq. ft. | 2 stories | 3-5 bedrooms | 2-car garage | Plan #WW846



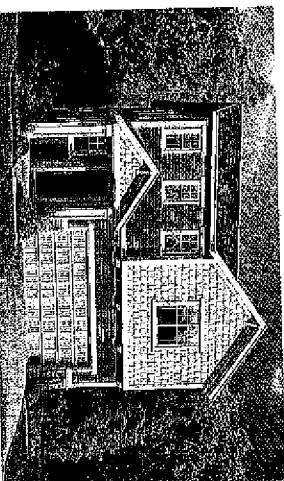
ELEVATION C

ABOUT THE LAUREL

The main floor of the Laurel offers an inviting dining room and a well-appointed kitchen featuring a center island and roomy walk-in pantry. Upstairs, enjoy a large loft and three comfortable bedrooms, including a lavish master suite with an attached bath and oversized walk-in closet. Additional personalization options include a gourmet or chef's kitchen, a relaxing covered patio and a walk-out basement with an extra bedroom.



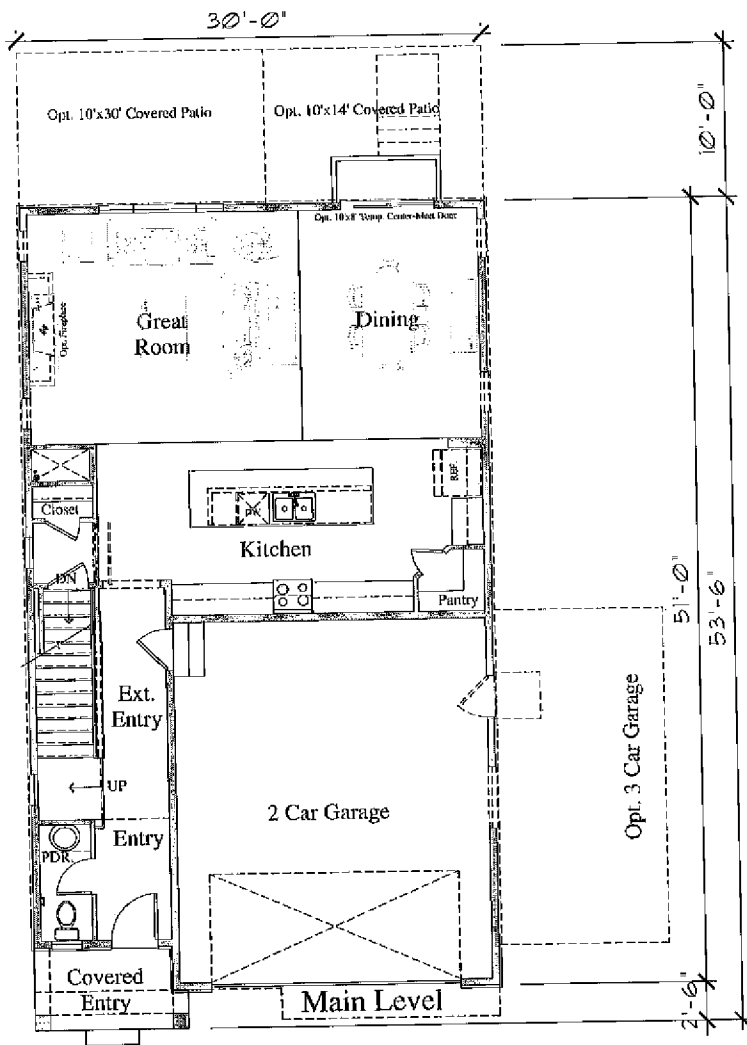
ELEVATION A



ELEVATION B

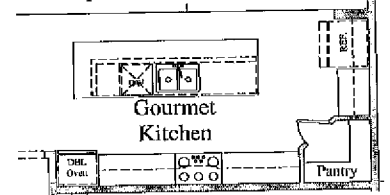
Laurel

U846

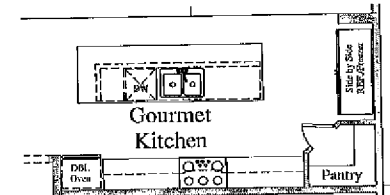


Features:

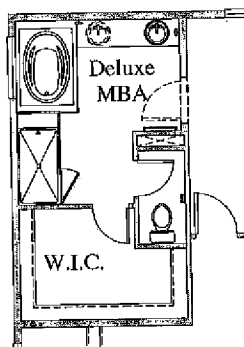
- 2409 Sq. Ft.
- 2 Story Home
- 3 to 4 Bedrooms
- 2 1/2 Baths
- 2 Car Garage
- Opt. Gourmet Kitchen
- Opt. 66" Ref @ Gourmet Kitchen
- Opt. Finished Basement
- Opt. Walkout Basement



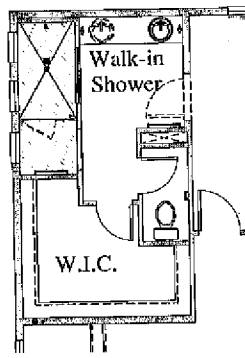
Opt. Gourmet Kitchen



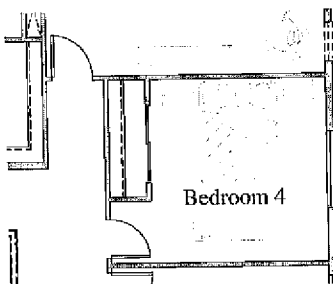
Opt. 66" Ref @ Gourmet Kitchen



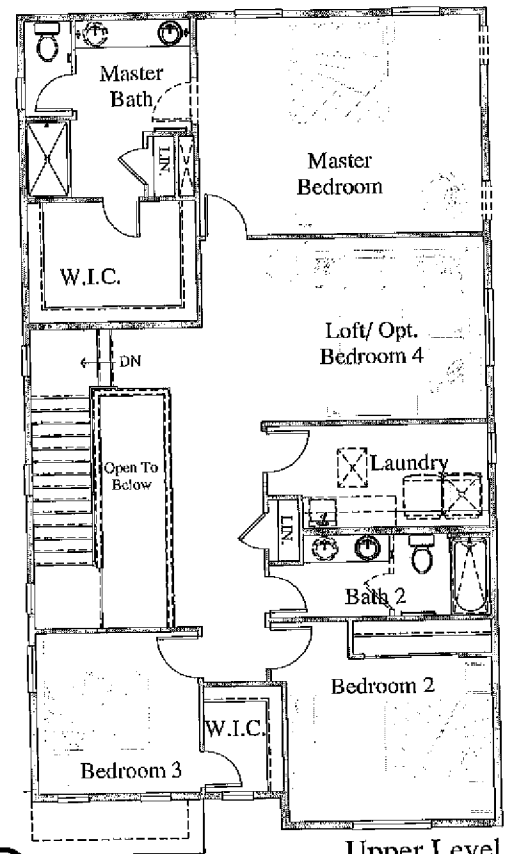
Opt. Deluxe MBA



Opt. Walk-in Shower



Opt. Bedroom 4



Upper Level

Laurel

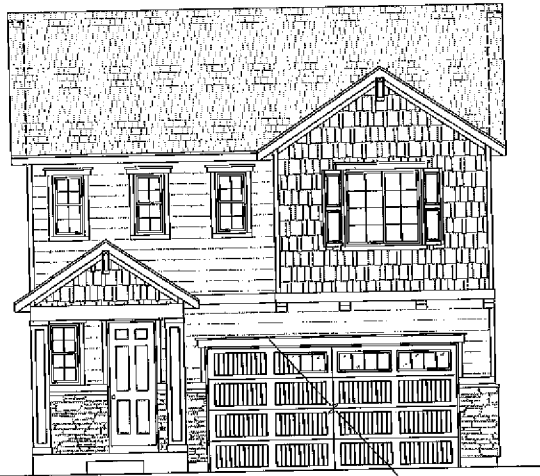
U846



Elevation A



Elevation B



Elevation C



Elevation D

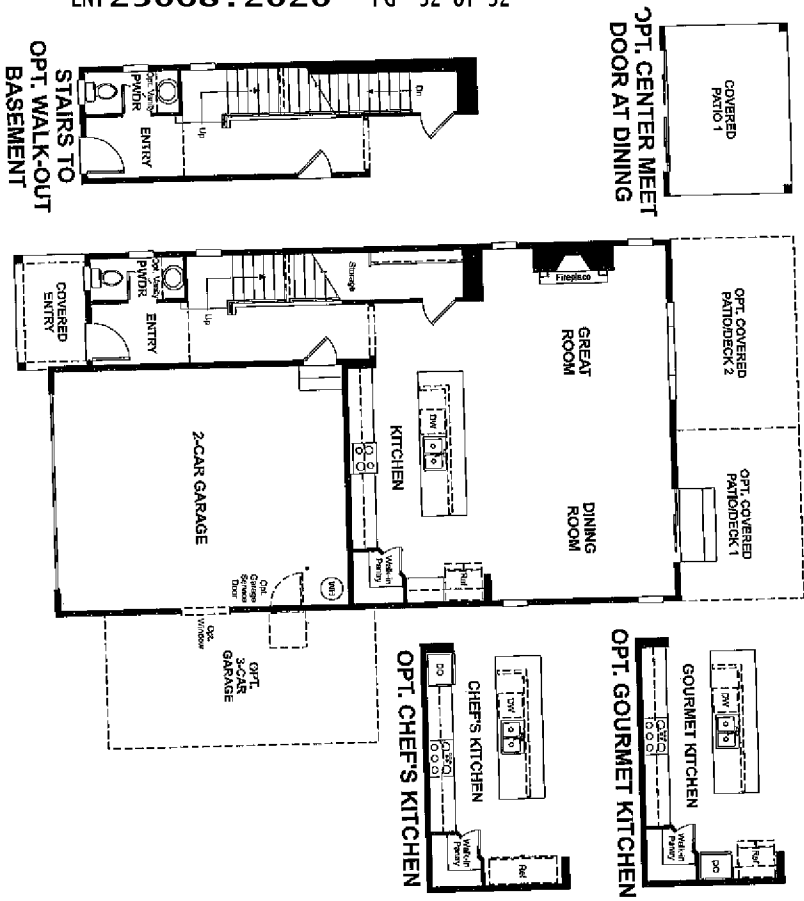


Elevation E

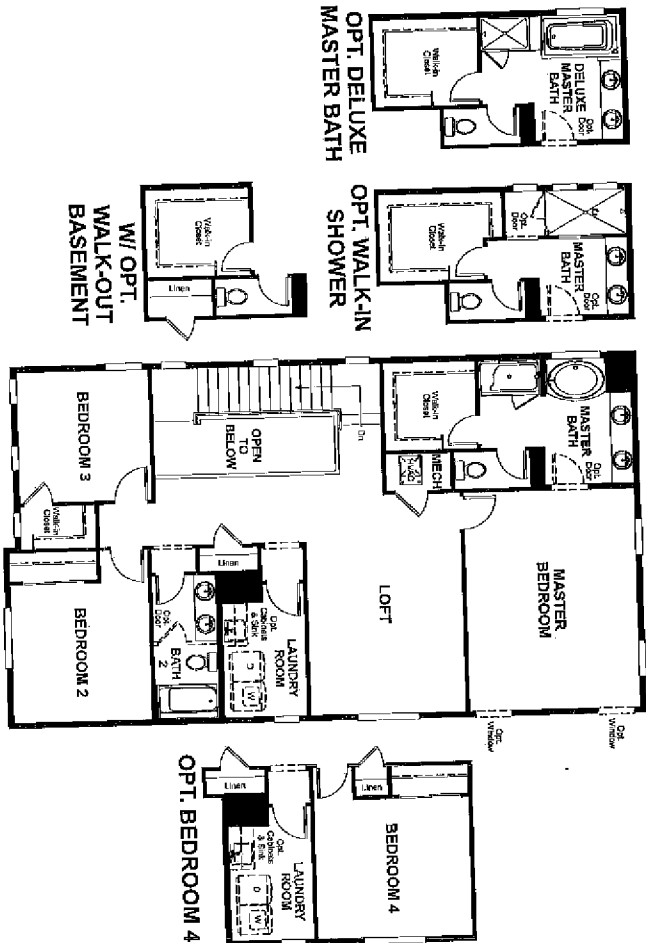


THE LAUREL | Approx. 2,360 sq. ft. | 2 stories | 3-5 bedrooms | 2-car garage | Plan #VV846

MAIN FLOOR



SECOND FLOOR



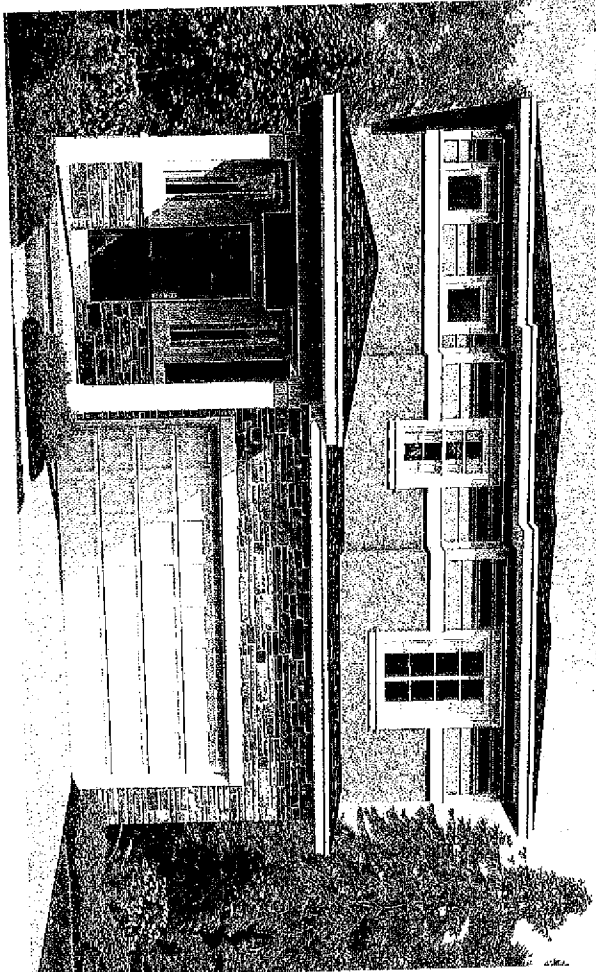
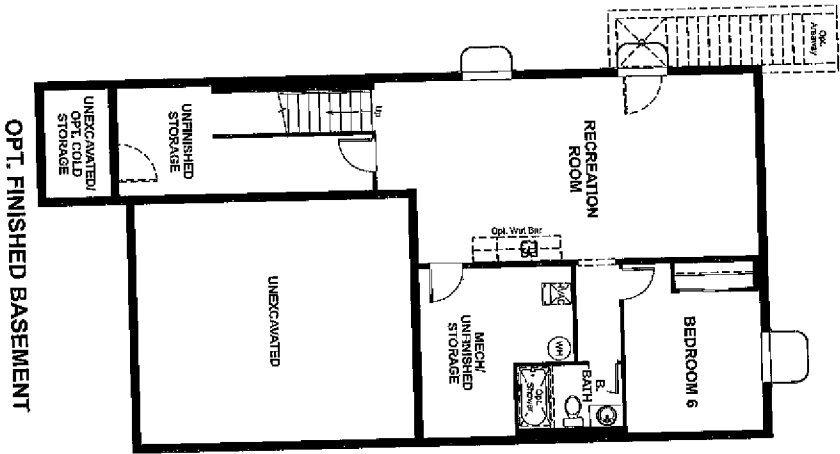
For this and renderings are conceptual drawings and may vary from actual plans and items to be built. Options and features may not be available in all areas and are subject to change without notice. Actual homes may vary from photos and/or drawings which show suggested decorating and may not be available in all areas. Plans are subject to change without notice. ©2019 Richmond American Homes. Richmond American Homes, VA 23112/2019

For this and renderings are conceptual drawings and may vary from actual plans and items to be built. Options and features may not be available in all areas and are subject to change without notice. Actual homes may vary from photos and/or drawings which show suggested decorating and may not be available in all areas. Plans are subject to change without notice. ©2019 Richmond American Homes. Richmond American Homes, VA 23112/2019



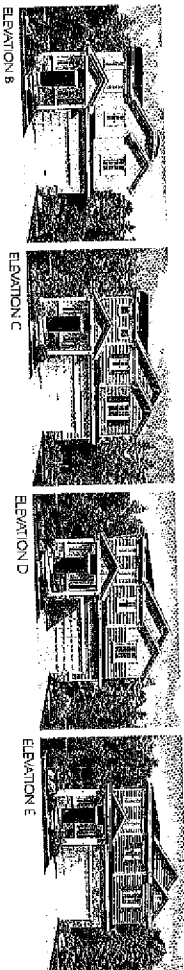
SOUTH HILLS
THE LAWSON
 Approx. 2,500 sq. ft. | 2 stories | 3-6 bedrooms | 2-car garage | Plan # U509

BASEMENT



ABOUT THE LAWSON

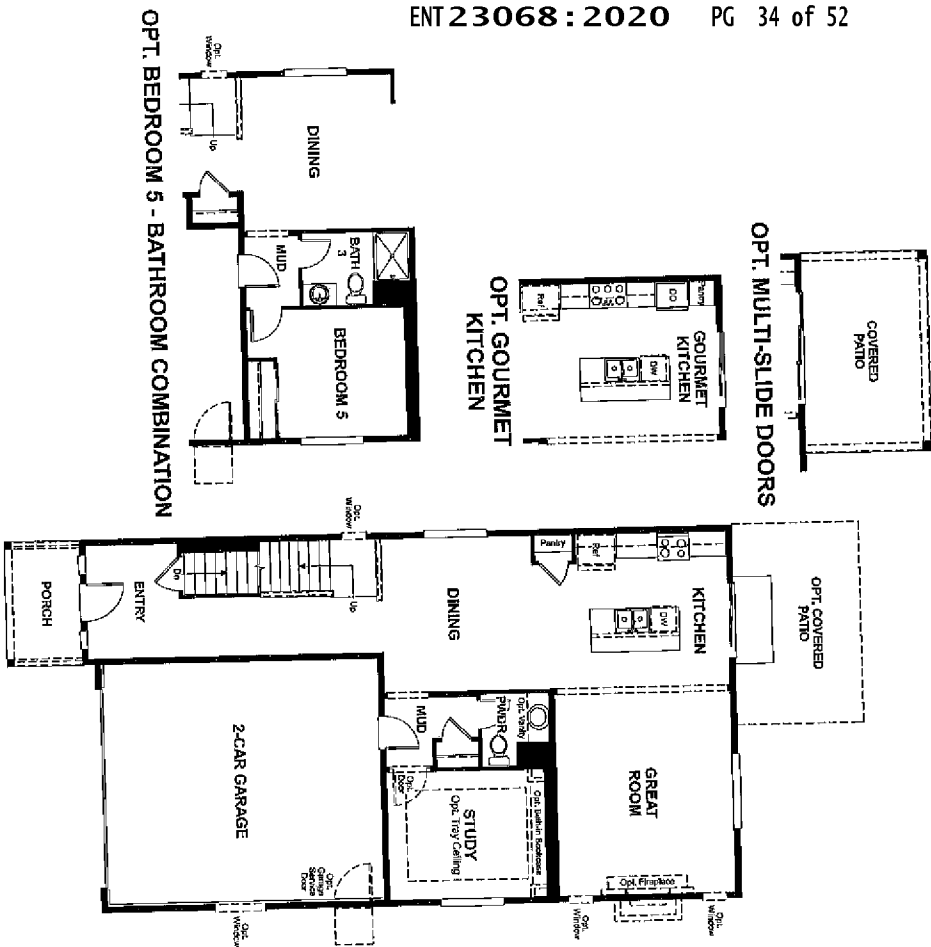
The main floor of the inviting Lawson plan features a spacious great room and an open dining room that flow into a kitchen with a walk-in pantry and center island. The private study, mudroom and powder room can be optioned as an extra bedroom and full bath. Unsurprisingly, discover a convenient laundry, an expansive left and three generous bedrooms, including a well-appointed master suite with an immense walk-in closet and optional deluxe bath. Additional personalization options include an extra bedroom in lieu of the lift and a covered patio.



Floor plans and renderings are conceptual drawings and may vary from actual dimensions and features. Options and features are not available on all homes and are subject to change without notice. Actual home may vary from photos and/or drawings which show upgraded decorative and/or optional features. Features and finishes are not available on all homes. Significant changes to the plan may require a change in the contract. Please contact your sales representative for more information. ©2020 Richmond American Homes. Richmond American Homes is an Equal Housing Opportunity Company. License No. 009-05-0131, 09/2018

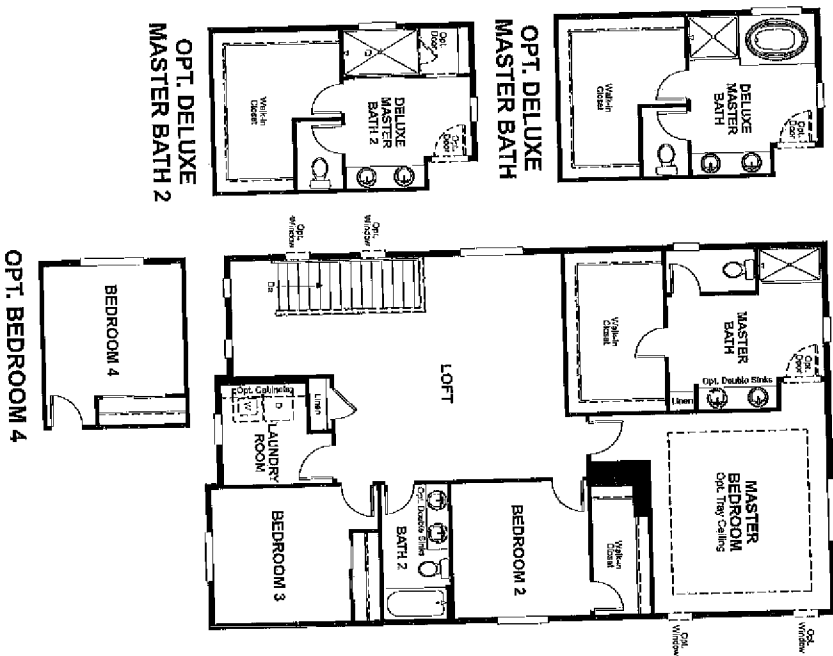
THE LAWSON | Approx. 2,500 sq. ft. | 2 stories | 3-6 bedrooms | 2-car garage | Plan #LJ609

MAIN FLOOR

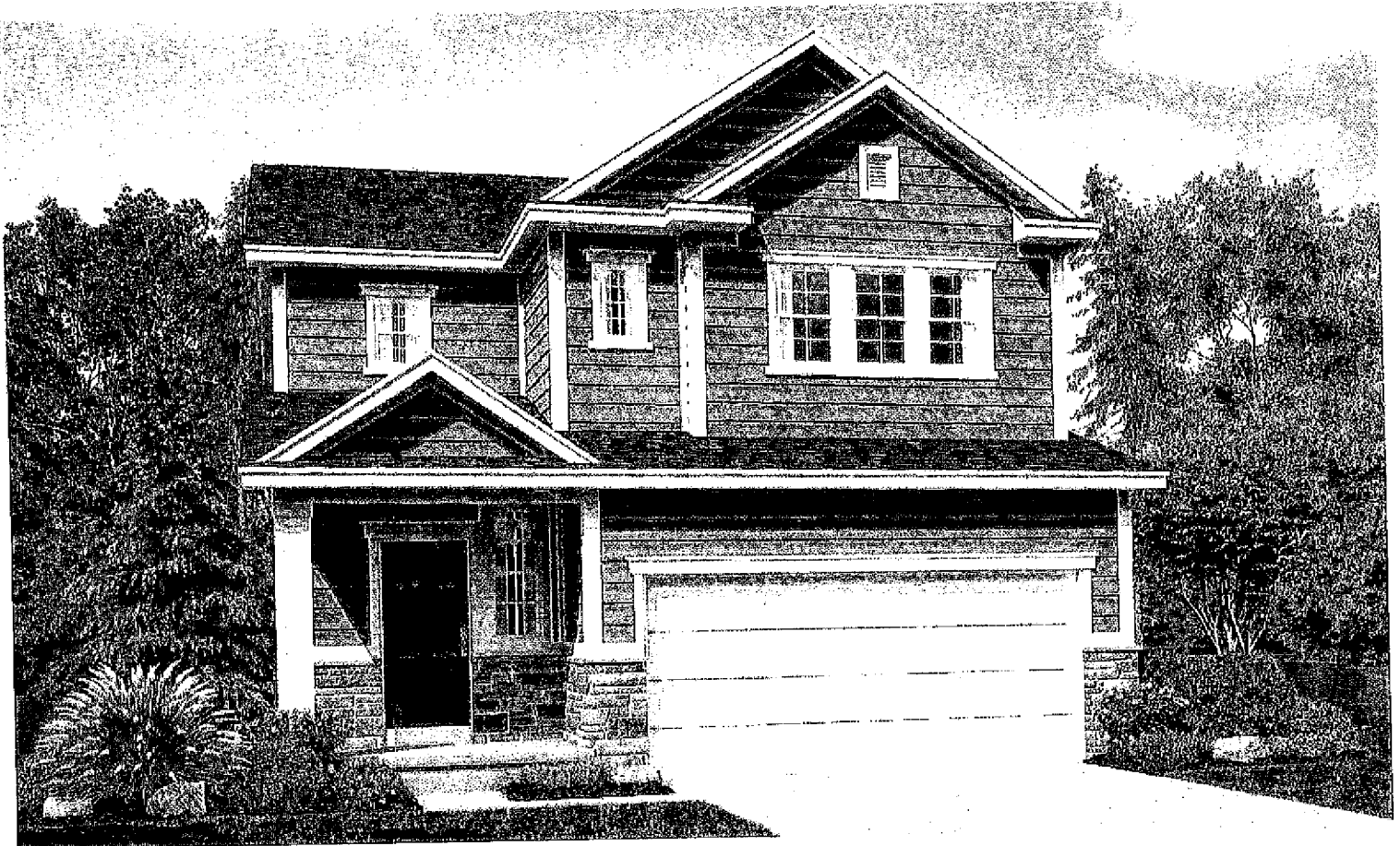


Floor plans and renderings are conceptual drawings and may vary from actual plans and layout as built. Options and features may not be available on all homes and are subject to change without notice. Actual homes may vary from photos and renderings and may not represent the development shown in the community. Features may include optional upgrades and may not be available on all homes. Plans are subject to change without notice. Prices, specifications and availability subject to change without notice. ©2018 Richmond American Homes, Richmond American Homes of Utah, Inc. (RAH-MA-13) - 4/6/2018

SECOND FLOOR



Floor plans and renderings are conceptual drawings and may vary from actual plans and layout as built. Options and features may not be available on all homes and are subject to change without notice. Actual homes may vary from photos and renderings and may not represent the development shown in the community. Features may include optional upgrades and may not be available on all homes. Plans are subject to change without notice. Prices, specifications and availability subject to change without notice. ©2018 Richmond American Homes, Richmond American Homes of Utah, Inc. (RAH-MA-13) - 4/6/2018



ELEVATION D

ABOUT THE LEAH

The main floor of the Leah plan boasts a generous dining room, a great room with an optional fireplace and a charming kitchen with a spacious island and walk-in pantry. You'll also appreciate the convenient mudroom and powder room. Upstairs, enjoy a relaxing loft and three inviting bedrooms, including a beautiful master suite. Make this plan your own with exciting options, such as a gourmet kitchen, additional bedroom, finished basement or deluxe bath.



ELEVATION B



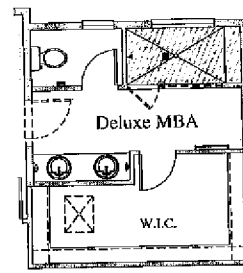
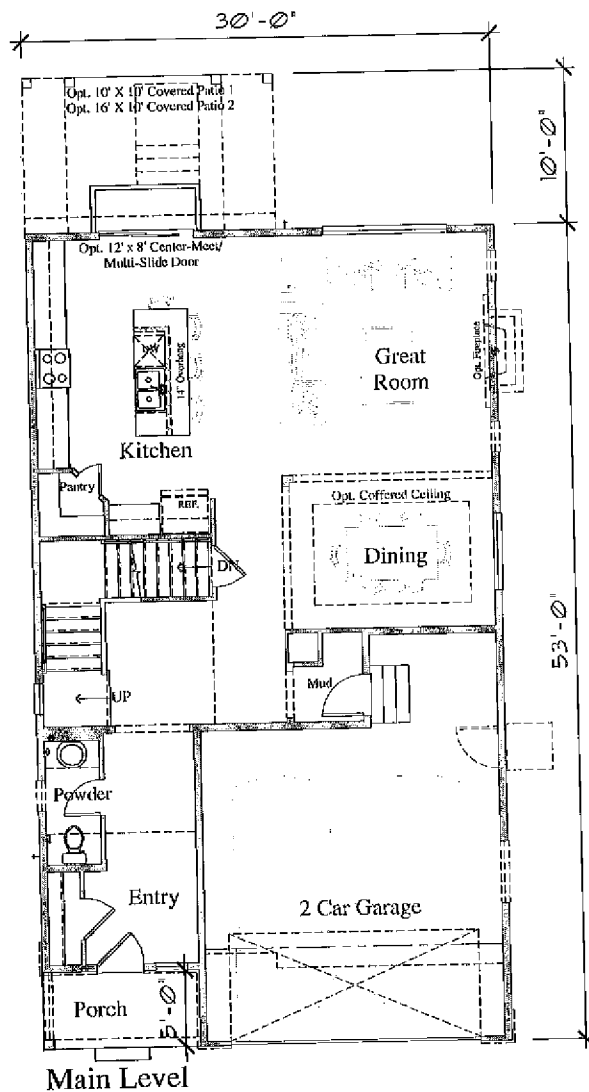
ELEVATION C



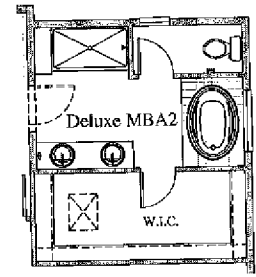
ELEVATION E

Features:

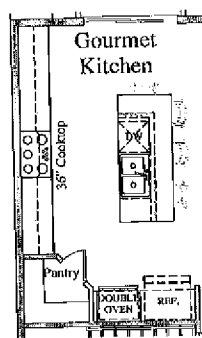
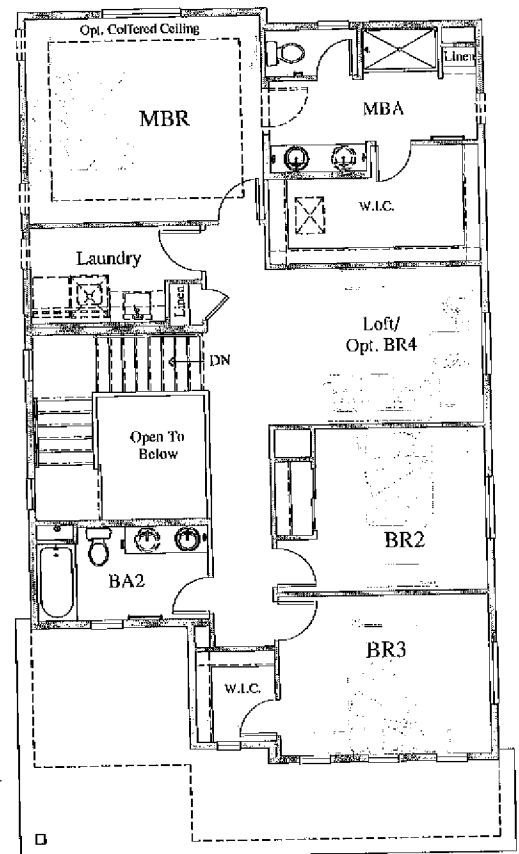
- 2,309 Sq. Ft.
- 2 Story Home
- 3 to 4 Bedrooms
- 2 1/2 Baths
- 2 Car Garage
- Opt. Gourmet Kitchen
- Opt. Finished Basement (754 S.F.)



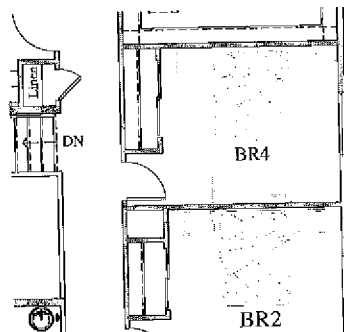
Opt. Deluxe MBA



Opt. Deluxe MBA #2



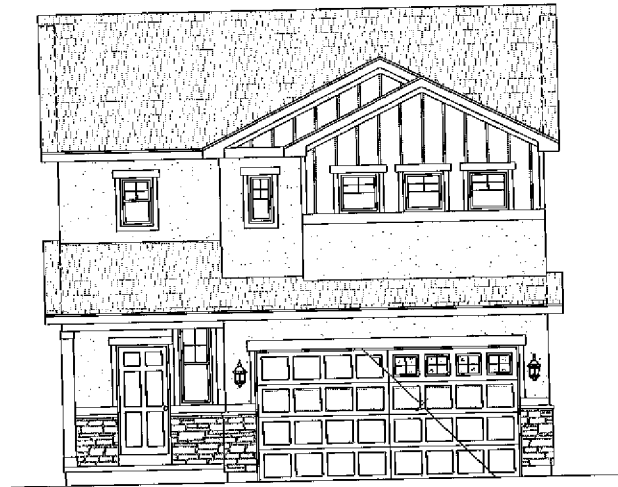
Opt. Gourmet Kitchen



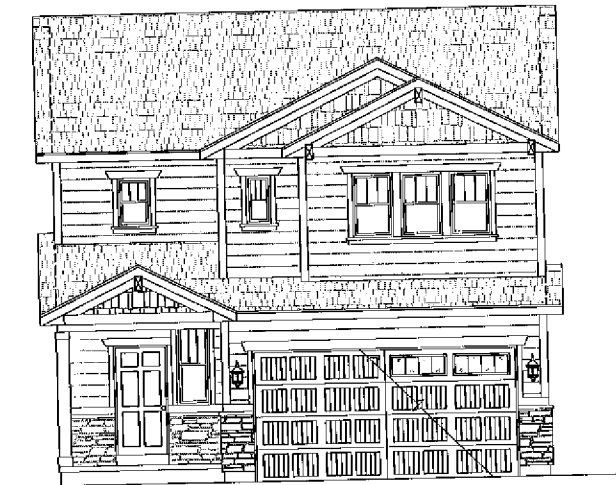
Opt. Bedroom 4



Elevation A



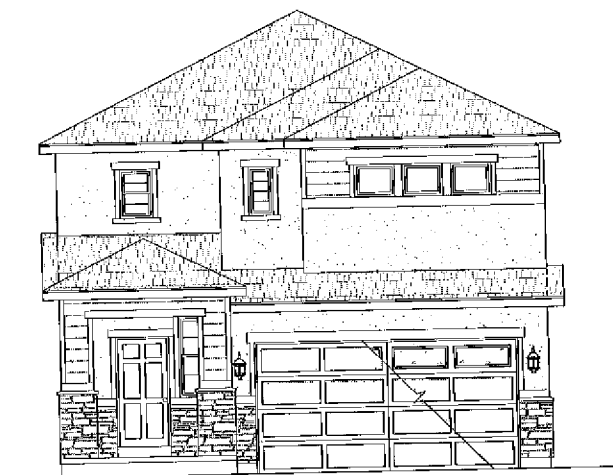
Elevation B



Elevation C



Elevation D



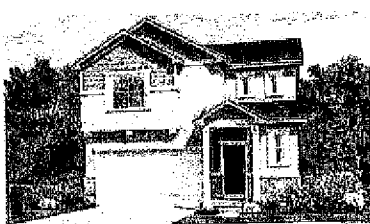
Elevation E



ELEVATION E

ABOUT THE LEISEL

The Leisel plan greets guests with a dramatic two-story entry. The main floor boasts a spacious great room with an optional fireplace and a kitchen with abundant counter space, a center island and an adjacent dining room. There's even a covered patio! Upstairs, enjoy a versatile loft and three generous bedrooms, including an elegant master suite with a large walk-in closet. Personalize this plan with a gourmet kitchen, deluxe master bath, additional bedroom and finished basement!



ELEVATION B



ELEVATION C



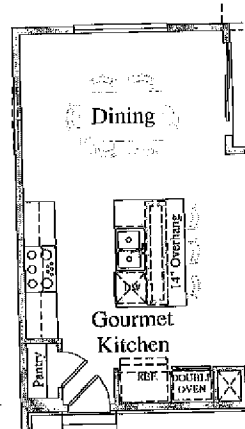
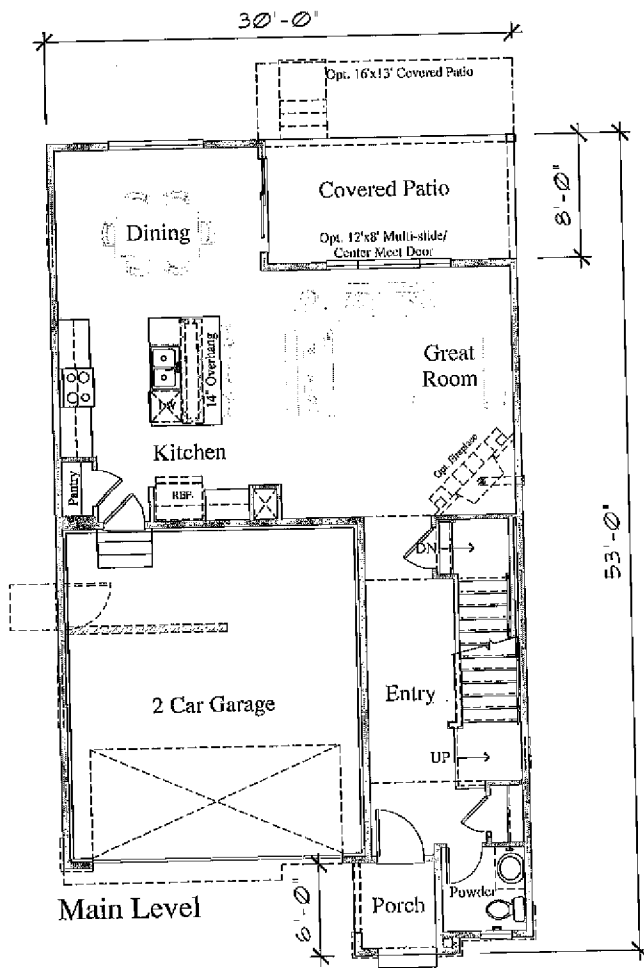
ELEVATION D



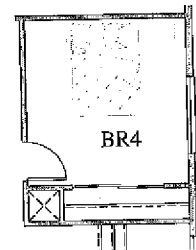
ELEVATION F

Features:

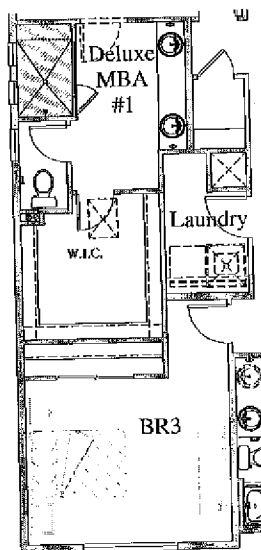
- 2100 Sq. Ft.
- 2 Story Home
- 3 to 4 Bedrooms
- 2½ Baths
- 2 Car Garage
- Opt. Finished Basement (662 S.F.)



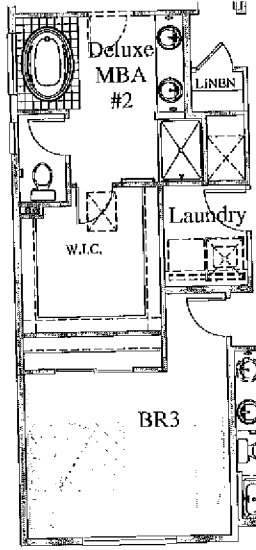
Opt. Gourmet Kitchen



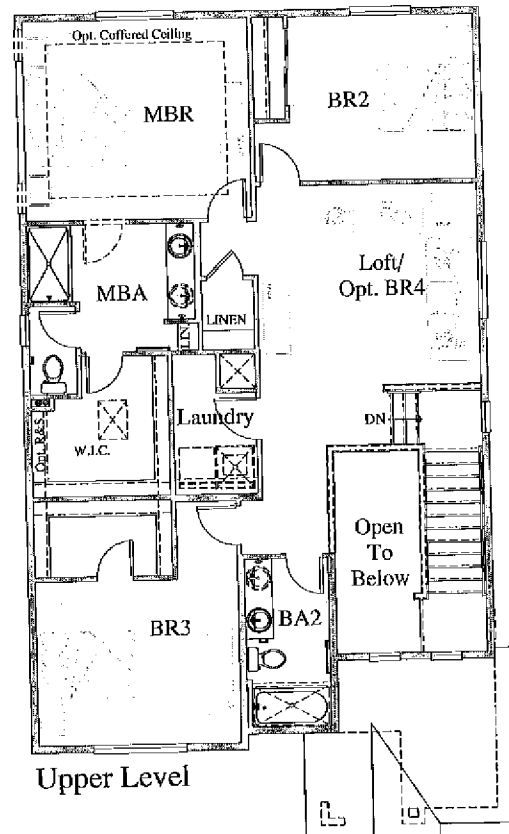
Opt. Bedroom 4



Opt. Deluxe MBA #1

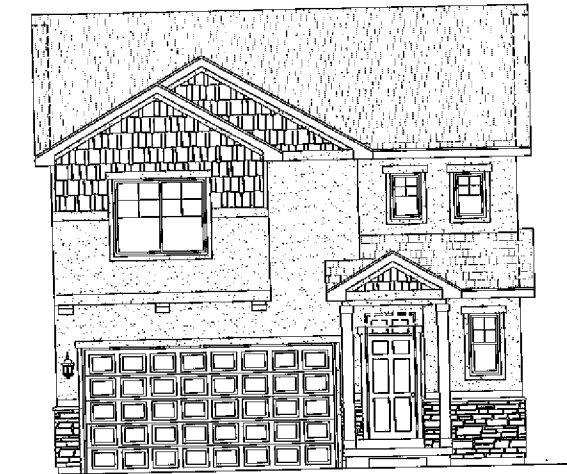


Opt. Deluxe MBA #2

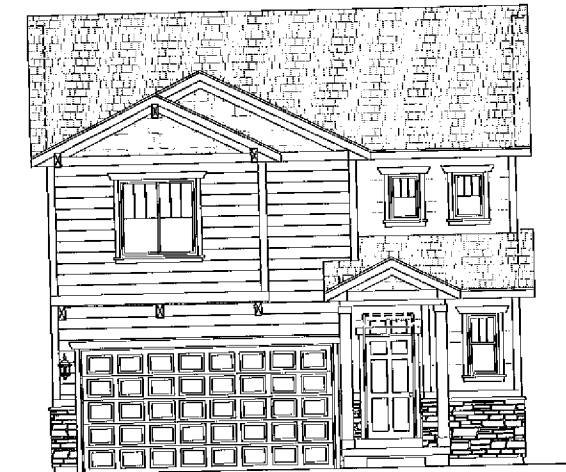




Elevation A



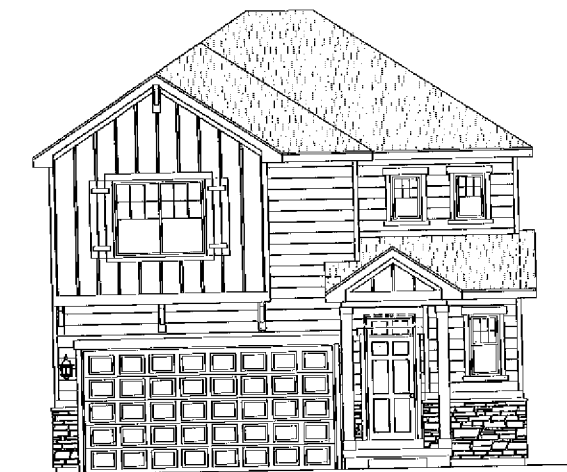
Elevation B



Elevation C



Elevation D



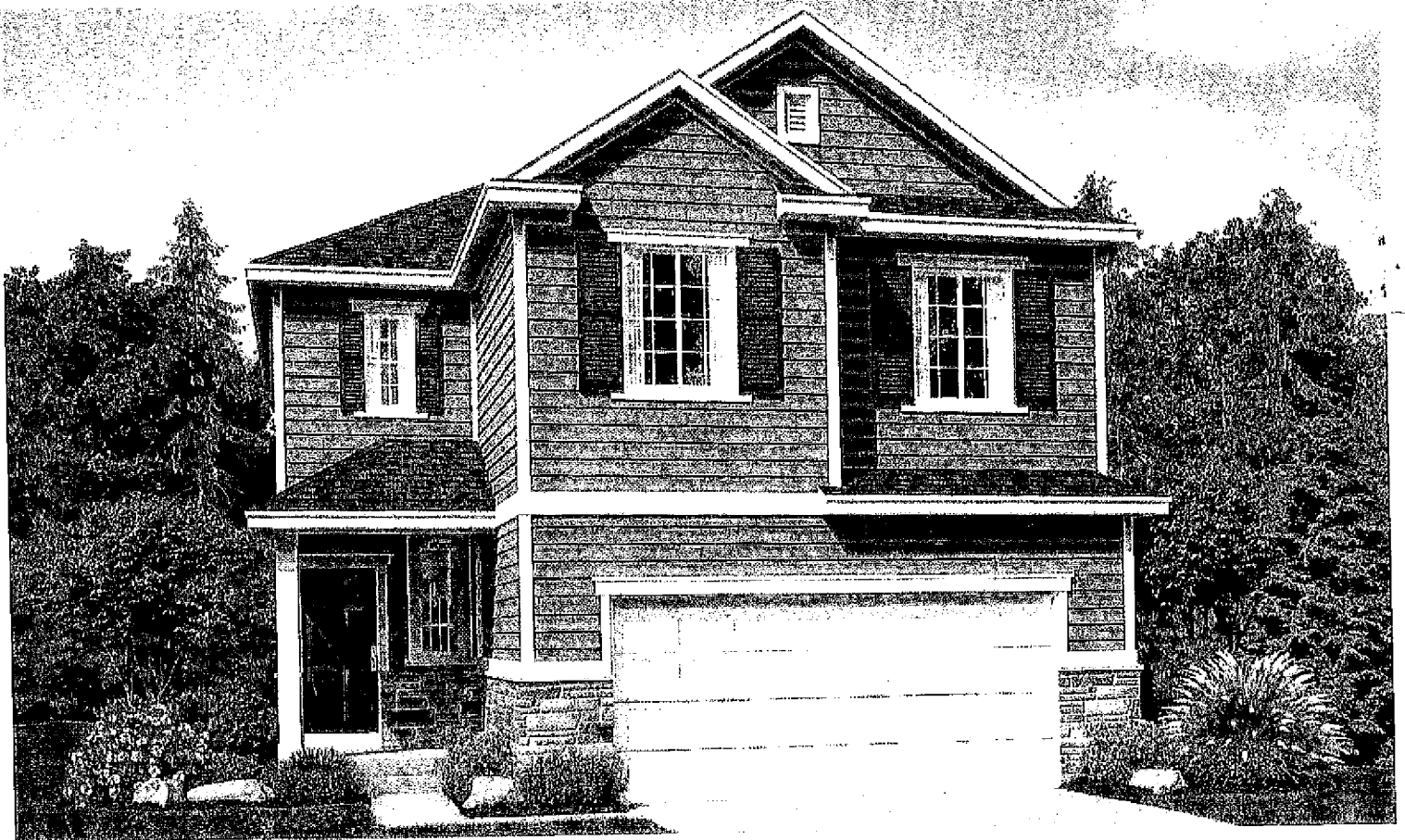
Elevation E



Elevation F

THE LIGHTNER

Approx. 2,000 sq. ft. | 2 stories | 3-5 bedrooms | 2-car garage | Plan #U749



ELEVATION E

ABOUT THE LIGHTNER

Entertain with ease in the Lightner's open-concept floor plan. Guests are free to mingle in the great room and dining room or out on the optional covered patio as you keep an eye on the refreshments in your well-appointed kitchen. Upstairs, there's a large loft that may be used as a playroom, media room or craft space. You'll also find a laundry, guest bath and three bedrooms, including a master suite with a walk-in closet and attached bath. Gourmet kitchen options and a deluxe master bath are also available.



ELEVATION B



ELEVATION C



ELEVATION D

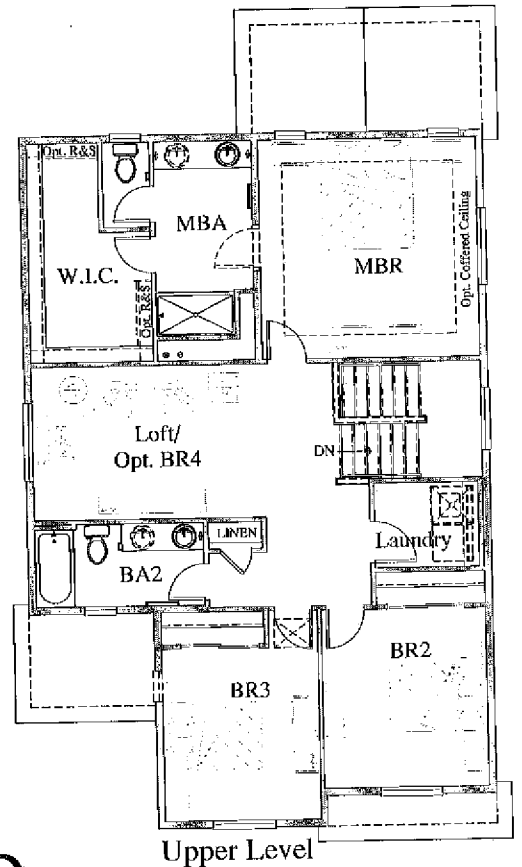
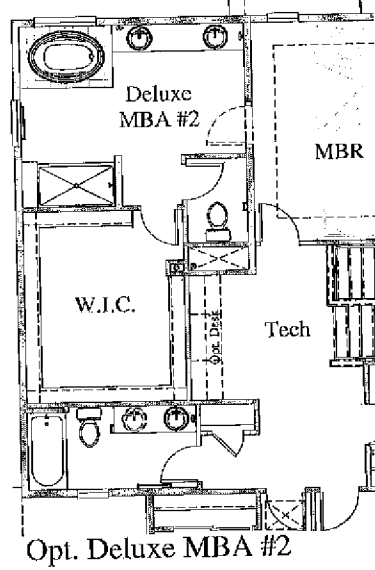
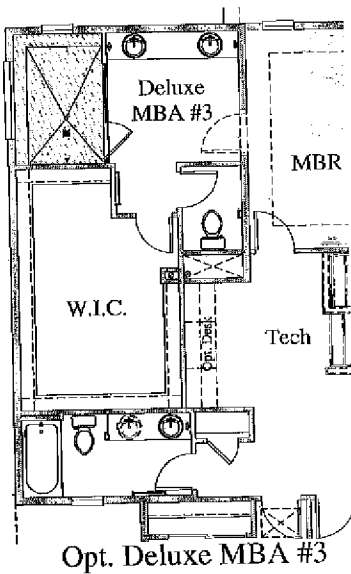
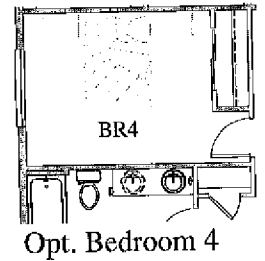
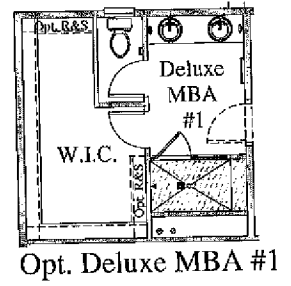
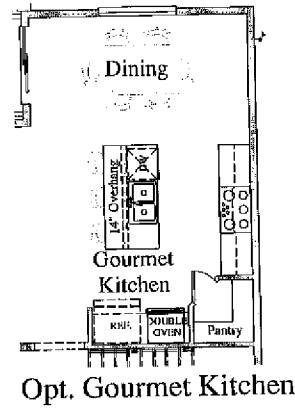
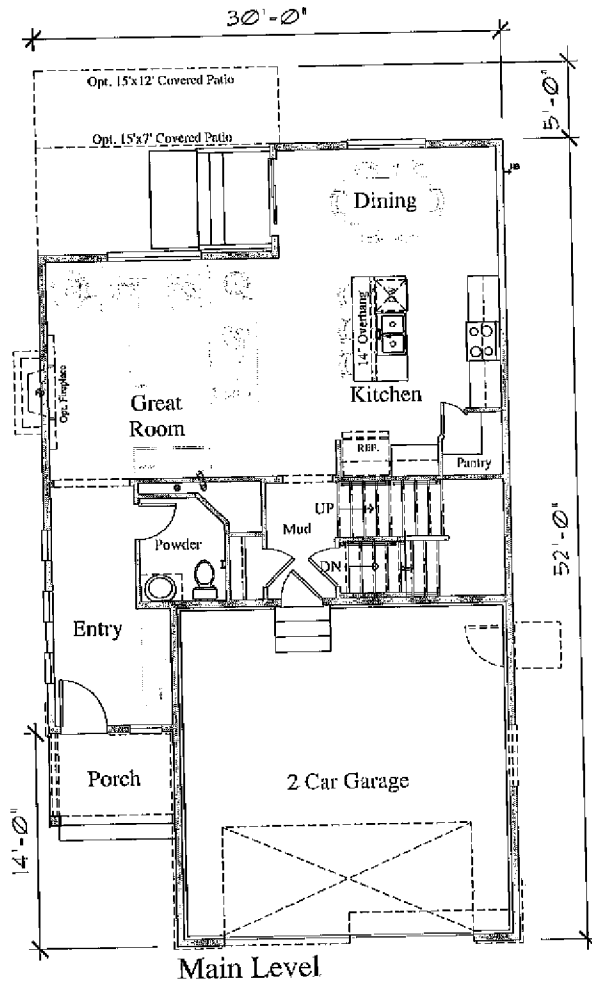


ELEVATION F

Lightner

Features:

- 2005 Sq. Ft.
- 2 Story Home
- 3 to 4 Bedrooms
- 2½ Baths
- 2 Car Garage
- Opt. Finished Basement (559 S.F.)





Elevation A



Elevation B



Elevation C



Elevation D



Elevation E



Elevation F



The Acadia

Elevation A



Elevation B



Elevation C



Elevation D

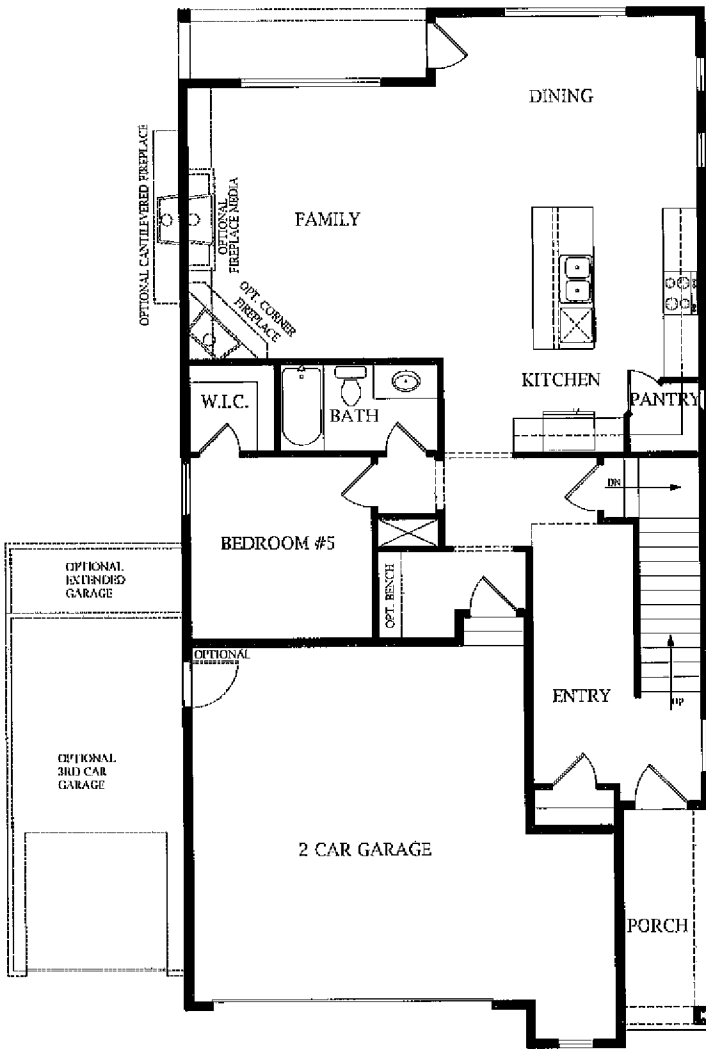


PLAN 2645

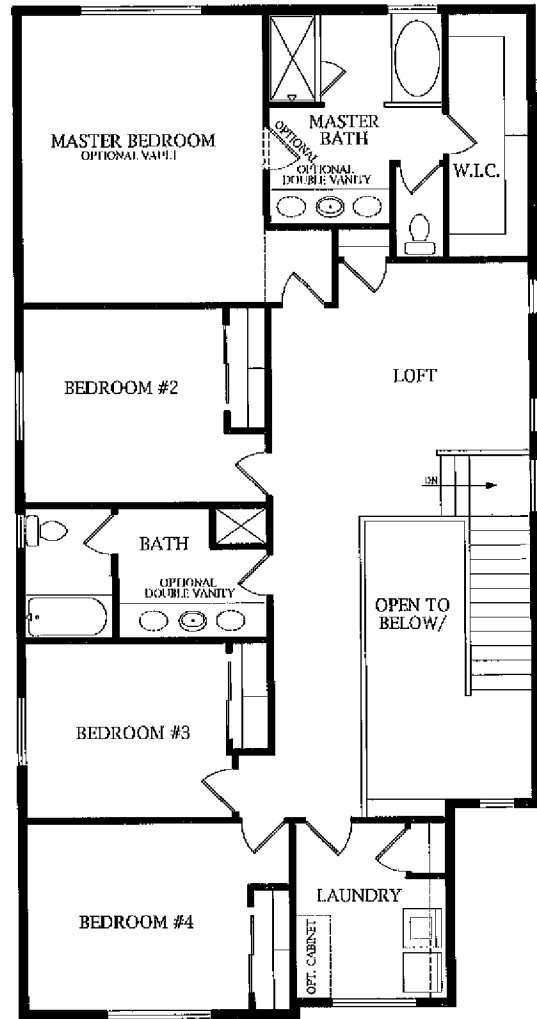
5 BEDROOM 3 BATH 2-STORY

SQUARE FOOTAGE

Finished: 2,644 | Unfinished: 1,148
Total: 3,792



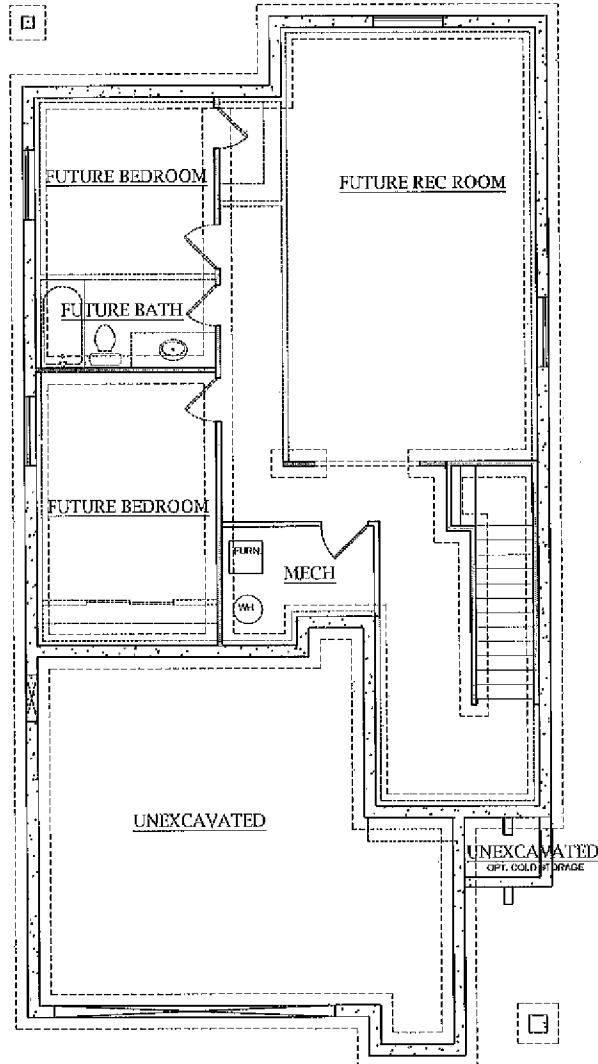
MAIN FLOOR



UPPER FLOOR

PLAN 2645

BASEMENT LAYOUT



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The Arrowwood

Elevation A



Elevation B



Elevation C



Elevation D



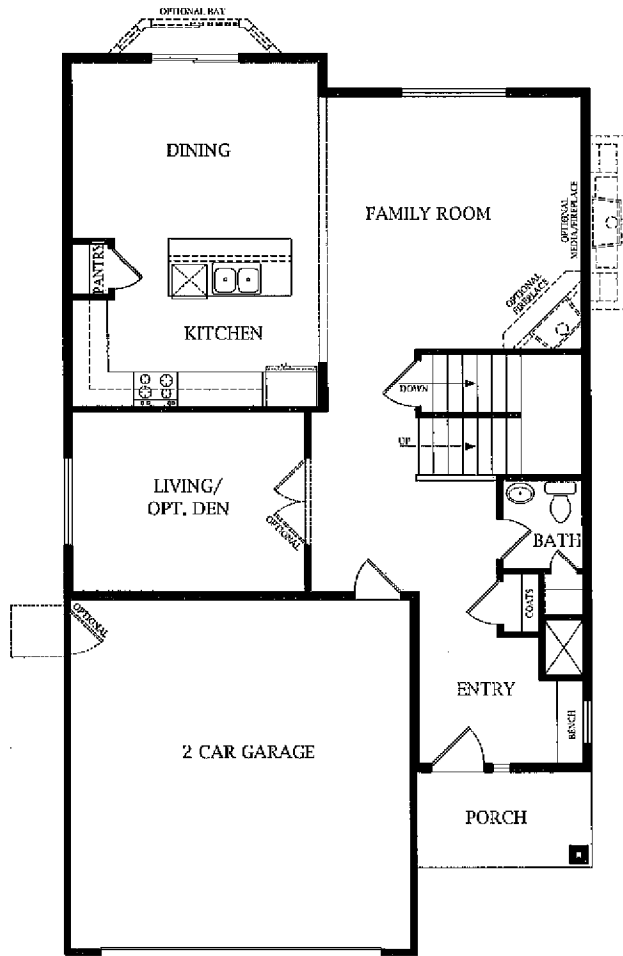
THE ARROWWOOD

4 BEDROOM 2.5 BATH 2-STORY

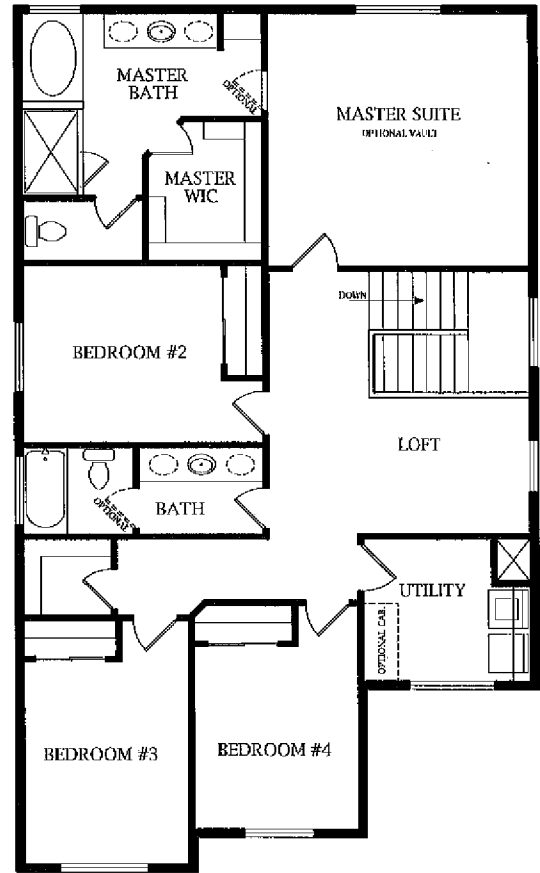
SQUARE FOOTAGE

Finished: 2,314 | Unfinished: 1,027

Total: 3,341



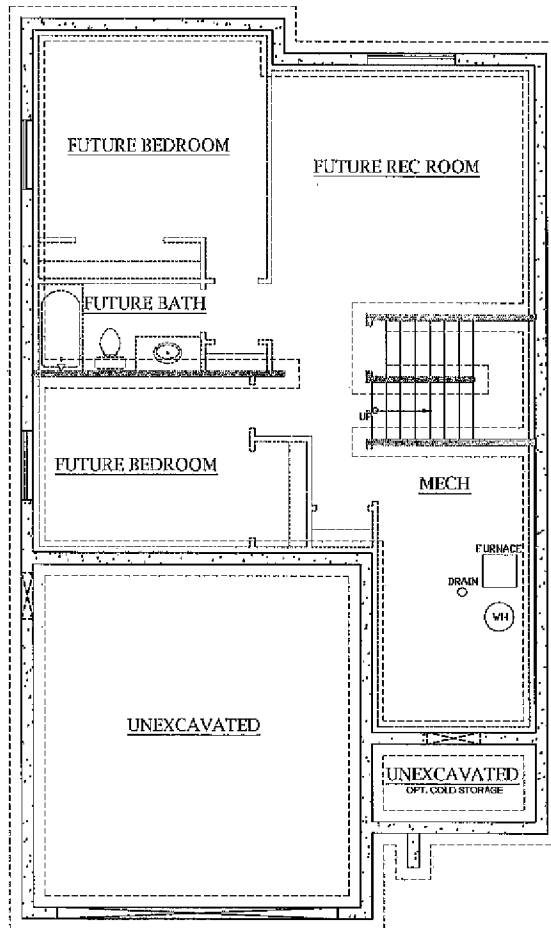
MAIN FLOOR



UPPER FLOOR

THE ARROWWOOD

BASEMENT LAYOUT



The Aspen

Elevation A



Elevation B



Elevation C



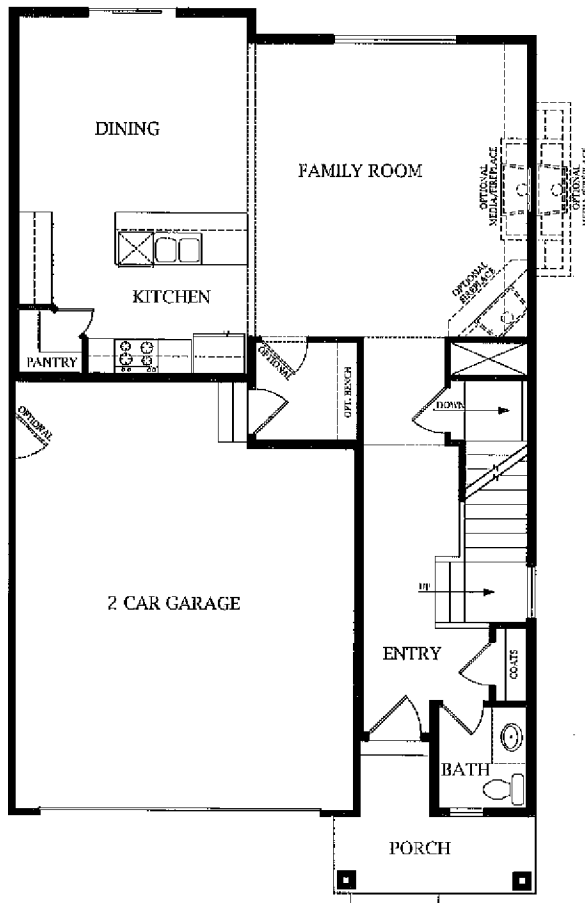
Elevation D



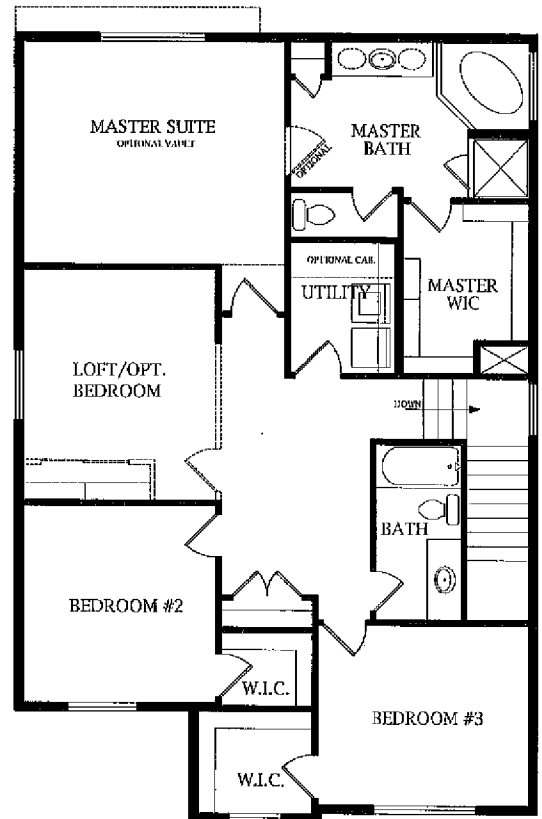
THE ASPEN

3-4 BEDROOM 2.5 BATH 2-STORY

SQUARE FOOTAGE	
Finished: 2,121	Unfinished: 867
Total: 2988	



MAIN FLOOR

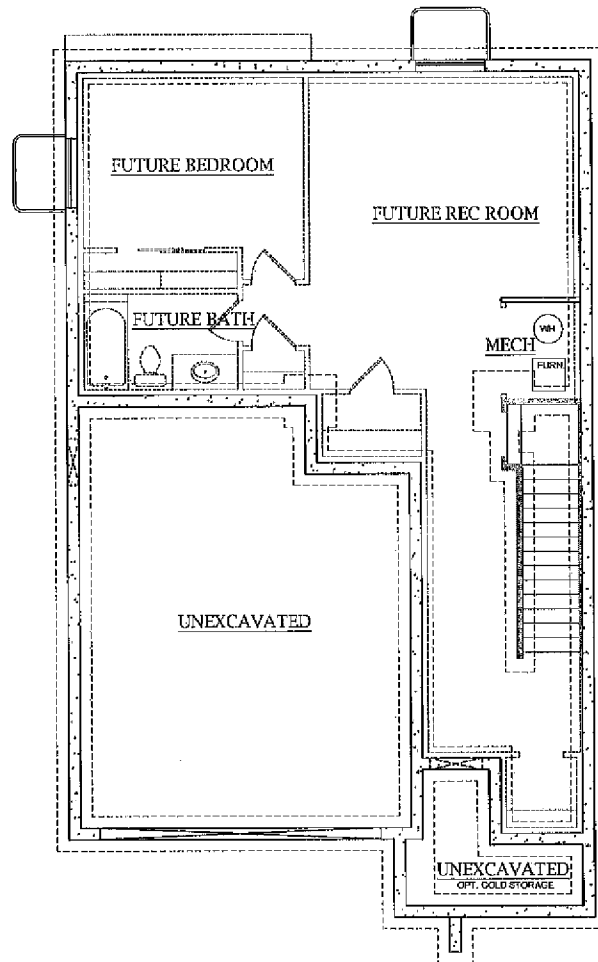


UPPER FLOOR

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THE ASPEN

BASEMENT LAYOUT



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