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Residences at Farmington Hills, LLC
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Farmington, UT 84025

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**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
CONDITIONS, AND RESTRICTIONS
AFFECTING THE REAL PROPERTY OF RESIDENCES AT FARMINGTON HILLS
PHASE 1 SUBDIVISION
FARMINGTON, DAVIS COUNTY, STATE OF UTAH**

THIS DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
CONDITIONS, AND RESTRICTIONS is made by Residences at Farmington Hills LLC,
hereinafter referred to as "Declarant."

WITNESSETH:

Whereas, Declarant is the legal and beneficial Owner of the Subdivision (defined below)
and specifically described in Article I of this Declaration; and

Whereas, Declarant has subdivided the real property described in Article I hereinafter
into Lots (defined below) for the construction of private single-family dwellings; and

Whereas, Declarant wishes to subject the Subdivision, and accordingly each Lot, to the
covenants, agreements, conditions, and restrictions set forth in this Declaration, hereinafter
referred to as the "Covenants;" and

Whereas, the Covenants are intended to impose mutually beneficial covenants,
agreements, conditions, restrictions, and equitable servitudes upon each and every Lot within the
Subdivision in favor of, and for the benefit of, every other Lot within the Subdivision, to create
reciprocal rights and obligations between the respective Owners of the Lots, and to operate as
covenants running with the land.

Now, therefore, Declarant does hereby subject the Subdivision and each Lot described in
Article I to the effect and operation of this Declaration and the Covenants. The Covenants to run
with the land and to be binding upon all parties having any right, title, or interest in the
Subdivision or a Lot. The Lots shall be held, sold, conveyed, leased, occupied, resided upon,
hypothecated, and mortgaged subject to this Declaration and the Covenants.

ARTICLE I

PROPERTY DESCRIPTION

The Subdivision consists of the real property located in Farmington City, Davis County,
State of Utah, and is described as:

**All of Lots 102 through 118 inclusive,
RESIDENCES AT FARMINGTON HILLS PHASE 1
FARMINGTON, DAVIS COUNTY, STATE OF UTAH**

COURTESY RECORDING
This document is being recorded solely as a courtesy
and an accommodation to the parties named herein.
Stewart Title hereby expressly
disclaims any responsibility or liability for the accuracy
or the content thereof.

ARTICLE II

DEFINITIONS

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

"Architectural Control Committee" or "Committee" shall mean the Architectural Control Committee created under Article III of this Declaration.

"City" shall mean Farmington City, Utah and its appropriate departments, officials, and boards.

"Developer" shall mean and refer to Residences at Farmington Hills LLC.

"Declarant" shall mean and refer to Residences at Farmington Hills LLC

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

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

"Improvement" shall mean all Lot improvements, structures, and appurtenances of every type and kind, including but not limited to: buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellites dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Lot" shall mean any numbered building Lot shown on the Plat.

"Owner" shall mean the person or persons, or entity, having legal title to any Lot. Owner shall mean the person(s) or entity holding fee simple title, including the Declarant and buyers under any contract for deed, but shall exclude any person or entity holding title for purpose of securing performance of any obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Plat" shall mean an official plat of Residences At Farmington Hills as approved by Farmington City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

"Subdivision" shall mean the Residences At Farmington Hills Subdivision and all Lots and other property within the Subdivision as shown on the Plat.

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

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3. It is an intention and purpose of this Declaration and the Covenants to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee, which is empowered to oversee and enforce the architectural design standards, set forth in this Declaration.

3.1 Architectural Control Committee Created: The Architectural Control Committee will consist of three members. The initial Committee members will be Trent Preston, Jerry Preston, and Nathan Miller (the "Initial Members"). Any of the Initial Members may be replaced, whether the opening is due to vacancy or removal, by the consent of the other two Initial Members. At the time that 90% of the Lots have been built on, all of the Initial Members of the Committee, and any replacements thereof, may be replaced by the Owners as provided below. However, the Committee can and may wish to retain a qualified planning or architectural professional to handle the day-to-day work of the Committee.

(A) Appointment, Removal, and Replacement of Committee Members. The appointment, removal, and replacement of Committee members, after the Initial Members, shall be done by a majority vote of the Owners, with each Lot having one vote. Any of the foregoing actions may be proposed by any Owner with written notice provided to every Owner at least 10 days in advance of when the votes are cast.

(B) Term. With the exception of the Initial Members who shall serve until 90% of the Lots have been built on, the term of Committee members shall be two years, unless terminated earlier by their removal or resignation. The term of each member shall automatically renew for successive one-year terms unless that member resigns or is replaced.

3.2 Approval by Committee Required: Improvements of any kind, including without limitation, the construction of any Dwelling, garage, or out-building in excess of 100 square feet shall require approval of the Committee. All approvals under this Declaration require the consent of at least two of the three Committee members. Approval of the Committee will be sought in the following manner.

(A) Plans Submitted: Plans for the Improvement must be in sufficient detail to show the Improvement's: location on the Lot; elevations; locations of windows, doors, roof pitches, decks, and other exterior elements in the case of a Dwelling; and the type and color of materials to be used on the exterior of any building or that are otherwise outside and visible from other Lots. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it feels they are unnecessary to its review of the remodel or addition.

(B) Review Fee: The applicant may be asked to pay a review fee to the Committee in an amount necessary to cover the cost of review. The Committee may establish an account for the collection of review fees and the payment of review expenses. The initial fee shall be \$100.00 for each new Dwelling and \$50.00 for each addition or remodel. Fees for other Improvements will be determined by the Committee but will be less than or equal to the fee for

additions or remodels. Any changes in fees must be approved by a majority of the Owners, with each Lot having one vote. Review fees will be paid to the Committee and/or an outside architect for their work in reviewing the plans.

(C) Review: Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(D) Failure to Act: If the Committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved.

3.3 Variances: Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot, provided, however, that any variance granted pursuant to this Section 3.3 is consistent with the intent of this Declaration. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

3.4 General Design Review: The Committee will use its best efforts to provide a consistent pattern of development and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community.

3.5 Declarant and Committee not Liable: The Declarant, the Committee, and its members shall not be liable to the applicant or to the Owners for any damages to Owners for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review except in the case of bad faith or malicious intent. In the absence of bad faith or malicious intent, the Owners shall have no claim against the Declarant or the Committee as a result of the performance or failure to perform the duties created by this Declaration or as may be imposed by law or in equity.

3.6 Limitation on Review: The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. The Committee prior to construction must approve corrections or changes in plans to bring them into conformity with applicable codes.

3.7 Penalty for Failure to File Plans with Architectural Control Committee: The Committee is authorized to retain legal counsel and to instigate legal proceedings against any Owner, contractor, or any other person or entity who proceeds with construction on any Lot

without first applying for and receiving the approval of the Committee or fails to follow any conditions imposed by the Committee in accordance with their authority under this Declaration. The Committee may give 10 days written notice of such failure to file plans, or non-conformity, and then may proceed with any and all legal remedies, including, without limitation, injunctive relief.

ARTICLE IV

BUILDING RESTRICTIONS

4. Land Use and Building Type: No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and its permitted outbuildings. Lots shall be used only for private residential purposes. No prefabricated home or structure of any kind shall be moved upon a Lot. Detached garages and storage sheds shall be permitted, but must be expressly approved by the Committee and only when such approval is warranted by Lot size and topography. No barns, trailers, temporary structures, or other outbuildings shall be permitted, with the exception that the Developer of the Subdivision shall be permitted to maintain a temporary, portable sales office in the Subdivision until 75% of the Lots are sold. No building shall remain incomplete for a period of time in excess of one year from the date the building was started, unless expressly permitted by the Committee.

4.1 Architectural Control: No building shall be placed or altered on any Lot until the construction plans, plot plan, elevation plan, and specifications of the proposed structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, wall, or outbuilding shall be erected, placed, or altered on any Lot unless similarly approved.

4.2 Dwelling Quality and Size: The building size and building materials shall be restricted as follows:

(A) In a one-story home (rambler), which is one story above the 50% final grade of home structure, the floor area, exclusive of porches, garages, patios, and basements, shall not be less than 2,250 square feet with a three-car garage, or in some situations some homes might have detached garages if that is the case a two-car garage would meet the requirement with a detached garage for at least two additional cars.

(B) In a two-story home, which is two stories above the 50% final grade of home structure, the total floor area, exclusive of porches, garages, patios, and basements, shall not be less than 3,000 square feet with a three-car garage, or in some situations some homes might have detached garages if that is the case a two-car garage would meet the requirement with a detached garage for at least two additional cars.

(C) In a multi-level home, (i.e. three or four level split) the levels above the 50% final grade of home structure, exclusive of porches, garages, patios, and basements, shall not be less than 3,200 square feet with a three-car garage, or in some situations some homes might have detached garages if that is the case a two-car garage would meet the requirement with a detached garage for at least two additional cars.

(D) All homes shall have, as a minimum, a three-car garage with not less than 900 square feet. With the exception noted above in regards to detached garages.

(E) No home or dwelling shall exceed two stories above the curb level. Basements are not considered a story.

(F) All exterior materials shall be approved by the Committee prior to commencement of construction.

(G) Aluminum, steel, and vinyl siding shall NOT be allowed on exterior wall surfaces, provided, however, that aluminum may be used in soffit and fascia areas only. All fascia must be a minimum of 6" in height.

(H) Exterior veneer may be stone, faux stone, brick, stucco, wood, or composite wood combination, but at least 75% of the front shall be brick, if brick is used, and at least 50% of the front shall be rock if rock is used.

(I) Roofing material shall be cedar shake, tile, slate, or architectural grade asphalt shingles with a minimum of a 30-year warranty and with a built-up type finish (high profile hip and ridge) on all roof ridges. The roof pitch shall be not less and 6/12. The Committee may approve some exceptions where a modern-style home design requires lower pitch roofs.

(J) All Dwellings shall be located on the Lot so as to comply with applicable zoning ordinances and in conformity with the setback lines established by such ordinances.

(K) The minimum square footage cited in this paragraph can be waived if prior written approval of the Architectural Control Committee is obtained and the Lot size and topography justify the waiver.

(L) No more than 3 feet of foundation wall shall be exposed above final grade. All exposed foundation shall have a plaster finish. There may be an exception in the case of a suspended garage floor to access under the garage. In these cases landscape buffers will be required to buffer the exposed foundation wall.

(M) All fireplace vents shall be enclosed in a chimney chase except those ending in a direct vent.

(N) Fencing materials may consist of wrought iron, Trex, and wood. Walls and retaining walls may be constructed of rocks, bricks and concrete. Vinyl fencing is not acceptable. The east boundary of the subdivision will have a black chain link fence installed as per city requirement.

(O) No large roof antennas are permitted. No large, ground mounted satellite dishes are permitted. Small satellite dishes and small digital TV antennas may be mounted on the roof, but out of view from the street, if possible. Any other type of receiving or sending device, such as those needed for ham radio, citizen band, or radio antenna can only be permitted by approval of the Committee.

(P) Within one year after final inspection for occupancy, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics

of the Subdivision. Trees, lawns, shrubs, or other planting shall be property nurtured and maintained or replaced at the Owner's expense.

(Q) Homeowners must contact the U.S. Postal Service to find location and requirements for all mailboxes.

ARTICLE V

RESTRICTIONS ON ALL LOTS

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

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

5.2 No Mining Uses: The property within the Subdivision shall be used for residential purposes only and no mining, drilling, prospecting, mineral exploration, or quarrying activity will be permitted.

5.3 No Business or Commercial Use: No portion of the Subdivision may be used for any commercial business use or for exterior storage of business equipment or vehicles, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold, whichever occurs later or (b) the use by any Owner of his or her Lot for a home occupation allowed under the City ordinances.

5.4 Restriction of Signs: The Subdivision shall be identified by the permanent signs which will be constructed as part of the entry structure. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of four square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations and no such sign may exceed four square feet. The Declarant may erect a sign at the entrance to the Subdivision until 100% of the Lots have been sold, announcing the availability of Lots and giving sales information. This temporary sign shall not exceed 32 square feet. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Committee.

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

5.6 Dwelling to be Constructed First: No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on the Lot.

5.7 Livestock, Poultry, and Pets: To follow Farmington city ordinances in LR zone 11-11-050

5.8 Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

5.9 Service Yards: There shall be no clothes lines. With the exception of air conditioning units, exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots.

5.10 Maintenance of Property: All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

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

5.12 No Hazardous Activity: No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous and which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive, or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or dangerous fireworks, and setting open fires (other than property supervised and contained barbecues).

5.13 No Unsightliness: No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition), inoperable motor vehicles, accumulations of lawn or tree clippings accumulations of construction debris or waste, household refuse or garbage except as stored in tight containers, and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is unsightly to the other Lot Owners in the Subdivision. All vehicles and trailers that are not stored in a garage must be parked on a recreational vehicle parking slab behind an imaginary line parallel with, and touching, the front of the Dwelling.

5.14 No Annoying Lights: Any outdoor lighting shall be subject to approval by the Committee and no directional outdoor lighting, such as floodlights, shall be permitted except for lighting that is designed to aim downward or upward on the Dwelling or other buildings on the Lot, or on the Lot's trees or bushes as landscape lighting, and that limits the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City. A front yard security light for each residence is allowed.

5.15 No Annoying Sounds: No loud sounding devices may be used or maintained on any Lot that would create noise that might be unreasonable or annoyingly loud to adjoining Lot Owners, except for security of fire alarms.

5.16 Sewer Connection Required: All Lots are served by sanitary sewer service and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system. Lot's 104 and 105 will require sewer lift station due to the depth of the sewer main in Flag Rock Drive.

5.17 House Footing Drain Connection Required: All Lots are served by a footing drain service. It is required that each home constructed in the Subdivision be connected to the drainage system.

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

5.19 Drainage: No Owner shall alter the direction of natural drainage from his or her Lot, nor shall any Owner permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow energy.

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

5.21 No Re-Subdivision: No Lot may be re-subdivided without the consent of the Committee and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision without approval of the Committee and the City.

5.22 Owners Enjoyment. Every Owner shall have the right to quiet enjoyment of their Lot.

5.23 Covenants, Conditions and Restrictions. The foregoing submission is made upon and under the Covenants, Conditions and Restrictions which are appurtenant to each Lot in the Subdivision.

5.24 Maintenance of Landscape: The Subdivision consists of 17 lots on 40.879 Acres. Lot sizes are from .480 to 6.524 acres. Lots consist of steep terrain where there will be a lot of natural vegetation areas. It is the responsibility of each lot owner to maintain vegetation on all areas of the lot to protect against erosion. Owners are responsible to maintain proper drainage of their Lots before and after construction. All drainage of surface water needs to be maintain on each individual Lot and directed to the street and away from connecting Lots.

5.25 Retaining Walls: All retaining walls should be kept to a minimum where possible. All east face lots will need to design all retaining walls to be off of the west property line to allow for enough space to plant a natural landscape buffer consisting of evergreen and deciduous trees. The goal is to minimize the direct view of retaining walls from the areas below the subdivision. All walls on the west side of lots 105 through 109 will need to get Committee approval for location of walls on the west side of lots. Plans will need to be submitted along with a landscape design prior to construction for approval.

5.26 Subdivision Signage: There are two Subdivision monuments identifying Residences at Farmington Hills. They are located on two privately owned Lots 109 on the north end and 118 on the South end. The landscaping around each monument is designed to be natural vegetation. The lot owners will have the right to install landscaping improvements around the monuments if so desired as long as they maintain the landscaping in a reasonable manner that accentuates and beautifies the monuments. The maintenance of said monuments will be the responsibility of all Owners, except for the maintenance of the landscaping around the monuments which will be the responsibility of the Owners of Lots 109 and 118, respectively. All

Owners will be responsible for 1/17 of any costs for repairs or maintenance of the monuments themselves.

5.27 Trails: The Subdivision has been designed and approved to keep existing trail access to Forest Service property. The trails are recorded on the Plat with an easement for the trail locations. The two Lots impacted by the trail easement are 110 and 118. The trail easements will stay in place and will be maintained by the City trails committee.

ARTICLE VI GENERAL PROVISIONS

6. Remedies for Violations/Enforcement: The Declarant, the Committee, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the Covenants contained herein. The Declarant or the Committee expressly reserve, in case of any violation of any of the conditions or upon a breach of the Covenants, the right to enter the Lot upon which the condition or violation may exist and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the provisions hereof. Neither the Declarant nor the Committee shall, by reason thereof, be deemed guilty of any manner of trespass of said entrance, abatement or removal. Any such abatement or removal shall be at the cost and expense of the Owner of the Lot upon which such condition or violation may exist. The failure to promptly enforce any of the Covenants contained herein shall not be deemed a waiver of the rights to do so thereafter as to the same violations or as to one occurring prior or subsequent thereto. The rights granted or retained herein to enforce these Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any person in law or in equity.

6.1 Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting, or other material shall be placed or permitted to remain in such as way as to damage or interfere with the installation and/or maintenance of easements for utilities and drainage facilities.

6.2 Binding Effects/Terms: The Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years. A majority of Owners, with each Lot having one vote, may agree to alter, amend, abolish, or otherwise change the Covenants by doing so in writing and filing the same with the Davis County Recorder's Office.

6.3 Severability: It is expressly agreed that in the event any Covenants or terms herein contained, or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way affect any valid Covenants or the remaining terms of this Declaration and the remainder shall remain in full force and affect.

6.4 Acceptance of Restrictions: All purchasers of Lots shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any Lot within the Subdivision, or any portion thereof, agrees to have consented to this Declaration and the Covenants set forth herein.

6.5 Accepted Declarant Activities: Nothing in this Declaration shall prevent Declarant or Declarant's employees, contractors, or sub-contractors from working on any part or parts of the Subdivision whatever they determine may be reasonably necessary or advisable in connection with the development of the Subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the Subdivision; conducting the business of establishing the Subdivision as a residential community for the sale of Lots; and the maintaining of such signs on any of the Lots owned or controlled by the Delarant or the Declarant's employees as may be reasonably necessary.

6.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a PUD. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.


6.7 Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or the United States District Court for the State of Utah.

6.8 Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

6.9 Effective Date. This Declaration shall take effect upon recording.

6.10 Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.



JERRY PRESTON, Manager
Residences at Farmington Hills LLC

STATE OF UTAH :
: ss :
COUNTY OF DAVIS

On the 8 day of ^{December 2018} ~~November 2017~~, personally appeared before my JERRY PRESTON, who being by me first duly sworn did declare that they are the signers of the foregoing document.

STATE OF UTAH NOTARY PUBLIC
MECHELLE ROUNDY
COMMISSION # 692041
MY COMMISSION EXPIRES:
12-28-2020



NOTARY PUBLIC