

**DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**FOR**

**HIGHLAND FIELDS P.R.U.D**

(a Planned Residential Unit Development Subdivision)

**DECLARATION**  
OF  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
FOR  
**HIGHLAND FIELDS P.R.U.D**

This Declaration of Covenants, Conditions and Restrictions for Highland Fields P.R.U.D. ("Declaration") is made and executed this 2 day of December, 2014, by LF Highland Fields LLC, a Utah limited liability company ("Declarant").

**RECITALS:**

**A. Name of Project and Description of Land.** The planned residential unit development subdivision that is the subject of this Declaration shall be known as Highland Fields P.R.U.D. ("Project"), and is situated in and upon that certain real property ("Subject Land") located in Utah County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has prepared and has recorded in the office of the County Recorder for Utah County, State of Utah, a plat map for Highland Fields P.R.U.D. ("Plat"), attached as Exhibit "B". There will be fifteen (15) Lots in the Project, as shown on the Plat. The term "Lot", as used in this Declaration, shall mean and refer to the separate parcel of residential real property, privately owned by a Lot owner and which is identified on the Plat map created for the construction of a building.

**B. Intent and Purpose.** Declarant, by recording this Declaration, does so for the purpose of imposing upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Project and the owners thereof.

**ARTICLE I**  
**RESIDENTIAL AREA COVENANTS**

- 1.1 Land Use and Building Type.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height. Each Lot shall be used for private residential purposes only, except as hereinafter set forth, and no structure of any kind shall be moved upon a Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building permit was issued.
- 1.2 Dwelling, Quality and Size.** The front exterior of all homes shall, at a minimum, be fifty percent (50%) masonry. The sides and rear of all homes must have, at a minimum, a four

foot (4') wainscoting band. All exterior materials shall meet the minimum requirements set by Highland City. The minimum permitted dwelling size shall be as follows:

- (a) One-story structures, with or without basements, shall have a minimum habitable ground floor space of twenty-eight hundred (2,800) feet on the main floor.
- (b) Two (2) story structures shall have a minimum habitable space of twenty-five hundred (2,500) square feet on the main floor, and a minimum habitable space of thirty-three hundred (3,300) square feet.
- (c) No dwelling shall have a roof pitch less than 8:12 on the main section of the roof. Secondary sections of a roof may have a pitch of less than 8:12, as may sheds.

1.3 **Garage Requirement.** Each Dwelling shall have, at a minimum, a three car garage. The three car garage shall have, at a minimum, two separate garage doors.

1.4 **Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot owner, except for those improvements for which a public authority or utility company is responsible.

## ARTICLE II GENERAL PROVISIONS

2.1 **Accepted Owner Activities.** Nothing in this Declaration shall prevent Declarant or Declarant's assignees or employees, contractors, or sub-contractors of Declarant or Declarant's assignees from doing on any part or parts of the Project whatever they determine may be reasonably necessary or advisable in connection with the development of the Project, 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 Project; conducting the business of establishing the Project as a residential community for the disposing of Lots by sale, lease, or otherwise; and the maintaining of such sign or signs on any of the Lots owned or controlled by the Declarant or the Declarant's assignee as may be reasonable necessary to lease subdivision Lots. As used in this section, the words, "Declarant's assignee" specifically excludes individual purchases of improved Lots.

2.2 **Term and Amendment.** This Declaration shall be binding until the Declarant or the Declarant's assignee no longer own any Lot within the Project. After the Declarant or Declarant's assignee sell their interest in all Lots located in the Project, this Declaration shall cease to be binding. Declarant or Declarant's assignee shall have the authority to unilaterally amend this Declaration until the time that Declarant or Declarant's assignee no longer have

any interest in any Lot within the Project.

- 2.3 **Enforcement.** The Declarant or Declarant's assignee shall have the authority to enforce this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any provision herein, or to restrain violation or to recover damages. The right granted herein to enforce this Declaration shall be cumulative and is not intended to exclude any other remedies which may be available to in law or in equity. If the Declarant or Declarant's Assignee bring a successful action to enforce this Declaration, the enforcing party shall be entitled to an award for reasonable attorney fees and costs incurred in prosecuting such action.
- 2.4 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect as if these covenants had been executed and recorded with the invalid portions eliminated.
- 2.5 **Acceptance of Restrictions.** All purchasers of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any Lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

### ARTICLE III DECLARANT'S SALES PROGRAM

- 3.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant or Declarant's assignee shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:
- (a) **Sales Offices and Model Lots.** Declarant, its successors and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on Lots. Sales offices may be located on any Lot (at any location) owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.
  - (b) **Promotional Devices.** Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on any Lots owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.
- 3.2 **Declarant's Rights to Relocate Sales and Promotional Activities.** Declarant shall have the right from time to time to locate or relocate its sales offices, trailer, model homes and signs, banners and similar devices, but in connection with each such location or relocation

Declarant shall observe the limitations imposed by the preceding portions of this Article.

EXECUTED BY DECLARANT on the date of notarization appearing below:

LF HIGHLAND FIELDS LLC

By [Signature]  
Its: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) :ss.

On this 2<sup>nd</sup> day of December, 2014, personally appeared before me Todd Demarets, who being by me duly sworn, did say that he is manager of the LF Highland Fields LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and he duly acknowledged to me he executed the same.

[Signature]  
Notary Public



**Exhibit "A"****Legal Description**

COMMENCING AT A POINT ON THE NORTHERLY BOUNDARY OF PLAT "A", DRY CREEK BENCH SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE SAID POINT BEING NORTH 89°46'09" EAST 1011.83 FEET ALONG SAID PLAT "A", DRY CREEK BENCH SUBDIVISION FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 00°03'12" WEST 216.64 FEET; THENCE SOUTH 89°56'48" WEST 173.76 FEET; THENCE NORTH 00°03'21" EAST 1106.26 FEET ALONG RIDGELINE ELEMENTARY SCHOOL SUBDIVISION AND EXTENSIONS THEREOF ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 89°59'33" EAST 498.76 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PLAT "A", HIGHLAND HEIGHTS SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT "A", HIGHLAND HEIGHTS SUBDIVISION SOUTH 00°16'02" EAST 1321.47 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY BOUNDARY OF SAID PLAT "A", DRY CREEK BENCH SUBDIVISION; THENCE ALONG SAID PLAT "A", DRY CREEK BENCH SUBDIVISION AND EXTENSION THEREOF SOUTH 89°46'09" WEST 332.04 FEET TO THE POINT OF BEGINNING.

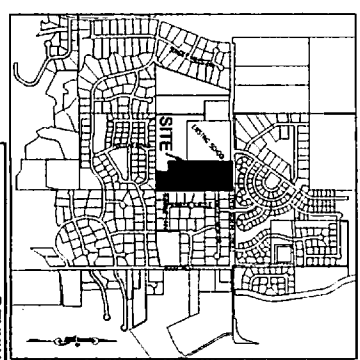
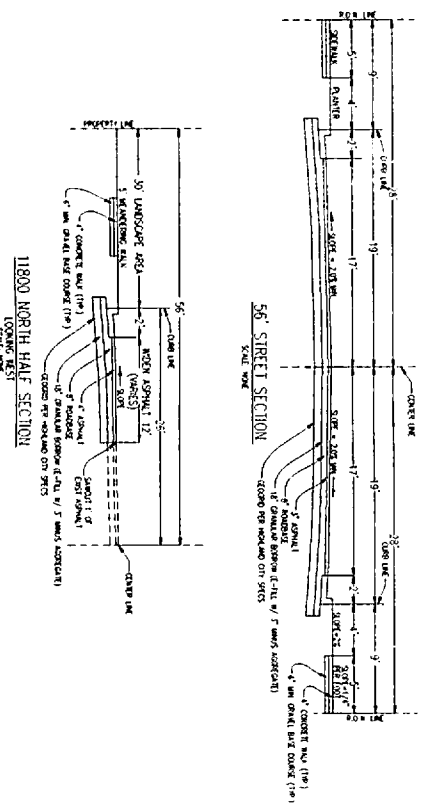
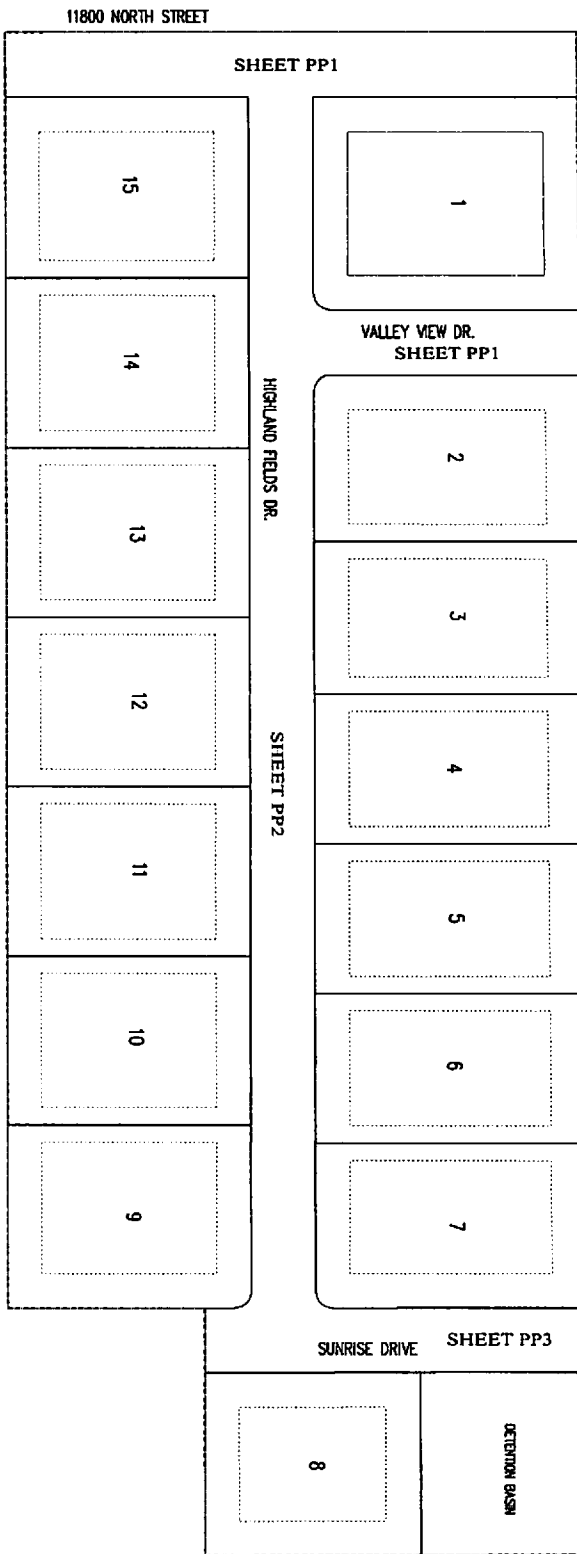
AREA = 14.4 ACRES

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**Exhibit "B"**

**Plat Map**

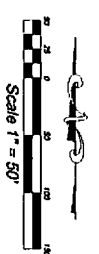
# HIGHLAND FIELDS SUBDIVISION



<b>REVISIONS</b> NO. DATE BY DESCRIPTION		
1	11/15/11	ADD TO SHEET PP1
2	11/15/11	ADD TO SHEET PP2
3	11/15/11	ADD TO SHEET PP3
4	11/15/11	ADD TO SHEET PP4
5	11/15/11	ADD TO SHEET PP5
6	11/15/11	ADD TO SHEET PP6
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10	11/15/11	ADD TO SHEET PP10
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**GENERAL NOTE**  
 ALL CONSTRUCTION IS TO BE DONE PER HIGHLAND FIELDS SUBDIVISION SPECIFICATIONS AND THE CITY OF SALT LAKE CITY SPECIFICATIONS.

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 ALL CONSTRUCTION IS TO BE DONE PER HIGHLAND FIELDS SUBDIVISION SPECIFICATIONS AND THE CITY OF SALT LAKE CITY SPECIFICATIONS.



01	COVER SHEET
02	GENERAL NOTES
03	PROPOSED LAYOUT
04	PROPOSED DRIVEWAY
05	PROPOSED DRIVEWAY
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07	PROPOSED DRIVEWAY
08	PROPOSED DRIVEWAY
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**HIGHLAND FIELDS**  
 11800 NORTH 6300 WEST  
 COVER SHEET  
 DATE: 11/15/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]